Pendency 1917 pt 7

G. R. S. IX-5]

Previous references.

1867 68

~~192~~

(P. P.)

File No. 1 P

Serial Nos. 11

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 11-35

Part B for

SUBJECT.

His Highness the late Maharaja Sri Krishnaraj Wadayar Bahadur account with the Firm of Messrs. Lucas &c

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WD 2233—GPB—20,000—14-7-20

General No 1893 ⎫ 6619
Political 17 ⎭

Mysore Comr's Office
2d July 1868.

To
The Officer in charge
Palace duties
Mysore

Sir

I have the honor by desire of the Comr: to return herewith the letters and accounts specified relating to H. H. late Maharaja's acct. in the margin, which were received with your demi-official communication of the 1st of April 1868.

I have the honor to be
Sir
Your most obedient Servant
J Lewin Capt
Dep: Asst: Genl
in Mysore

Encl:

Encl: Copy
1. Letter to Binny & Co. 2d Mar: 1861 to Binny & Co intimating the appt: of Major Gray as Agent.
2. Power of attorney appg Majr Gray, Agent.
3. Mesrs Leech & Co's power of attorney.
4. H. H. late Maharaja's acct. for 10000 rs dated 30 July 67
5. Mesrs Leech & Co's letter 16th Augt
6. do do " 29th " "
7. do do " 28th Feb 68
8. Remittance acct to 31st Dec 67
do " to 8th Apl 68
9. Loan acct No 1 from 22d Feb 66 to 4th Dec 67 in a file
10. Loan acct No 2 from 10th Apl 1866 to 31st Dec 67
11. Loan acct No 2 from June 66 to 31st Dec 67
12. File of Mesrs Leech & Co's Acct Current from 27th Oct 1865 to 8th Apl 1868

2/7/68

Madras 14th August 1867

His Highness Krishnaraj Oodiavr
Bahadur, Rajah of Mysore
Mysore

Your Highness,

We have the honor to in=form you, that agreeably to your Highness' instructions, we have remit=ted by the Mail which left yesterday to D. A. C. Campbell the sum of 7000 £. in three bills as follows

£. 3000 at 30 d/sight
£. 3000 at 60 d/sight
£. 1000 at 60 d/sight.

We enclose for your Highness' inspection a letter from the Oriental Bank stating the rate of Exchange, and in order to obtain a more favorable rate we remitted 4000 £ at 60 d/sight especially as it is very likely that D. Campbell will not be in immediate want of the whole of the money. The balance to complete one lac will be remitted by next mail.

For the cost of the above remittance we beg to advise having debited your Highness' account as follows

Rupees 32,000 - for £. 3000 at 30 d/sight at 1-10 5/16 per Rupee.
" 42,430-15 " for £. 4000 at 60 d/sight at 1-10 5/8 per Rupee.

We have also to advise re=ceipt of the Bond for 5 lacs duly endorsed by your Highness, for which we

we are obliged, and as before, to
deposit your Bill with our Bankers
and to take up your Acceptance
on your Highness's account.

We are
Your Highness's
Most obedient humble
Servants

Copy - Accepted £16.

Dear Mr. Lindenthal
I am sorry that
I cannot have the pleasure
of seeing you
before I leave
town.

Copy - £16.

( )

London 29th Aug. 1815.

His Highness Prince Regent
Carlton House

Your Highness,

With reference to our letter
of the 14th instant, we beg to
inform you that we have
drawn upon your Highness
this day at 2 days sight
on the London Joint Stock Bank
for £16 - 9 - 10 being the
amount of the Bill
of Exchange for £25
which we have
purchased for your
Highness's account
at 1 - 10 5/8 per Dollar
as per Invoice
enclosed.

annexed

We remain

Your Highness's

Most Faithful Servants

Signed/ Leet V.C.

N. Elmo.

By amount of remittances on 13th Rs.

August 1867 £.7000-0-0 = 74430-15- "

Do Do - - - - - 2410-8-2 = 25569-1- "

Rupees — 100000-0-0

Signed L. V. C.°

7

Madras 28th Feb.y 1868

His Highness Krishnaraj Wodiaver

Bahadur K. G. C. S. I.

Maharaja of Mysore

Mysore.

Your Highness

We beg to enclose your Highness's loan account No 2, exhibiting a balance against your Highness of Rs 200500, corrected of which please acknowledge at your Highness's early convenience. We inadvertently omitted to furnish this account to your Highness when forwarding the other accounts, which kindly excuse.

We beg to advise having debited your Highness and credited D. J. C. Campbell with Rs 6288-15-7, being difference between the amount remitted to D. Campbell Viz £9410-8-2 & the sum £10000, which your Highness wished us to remit.

We have the honor to be.

Your Highness's

Most Faithful Servants

Signed/ Leet V.C.°

Loan Account No. 2.

Dr. His Highness Sri Rajaraja Mysore Krishnaraja Oodiaver Bahadur in A/C with Leech & Co. Cr.

1866				1866			
April 10	To amount of loan on deposit of 2 bonds amounting to Rs 2,32,000 as per your Highness Letter of 10th March 1866	2,00,000		Dec. 31	By balance in our favor carried forward to 1st January 1867	2,00,500	
"	To Commission 1/4 per cent for negotiating loan	500					
	Rupees	2,00,500		E.E.	Madras 31st December 1866	Rupees 2,00,500	
1867 Janu. 1	To balance brought down	2,00,500		1867 Dec. 31	By balance in our favor carried forward to 1st January 1868	2,00,500	
	Rupees	2,00,500		E.E.	Madras 31st December 1867	Rupees 2,00,500	
					Signed / Leech & Co.		
1868 Janu. 1	To balance brought down	2,00,500					

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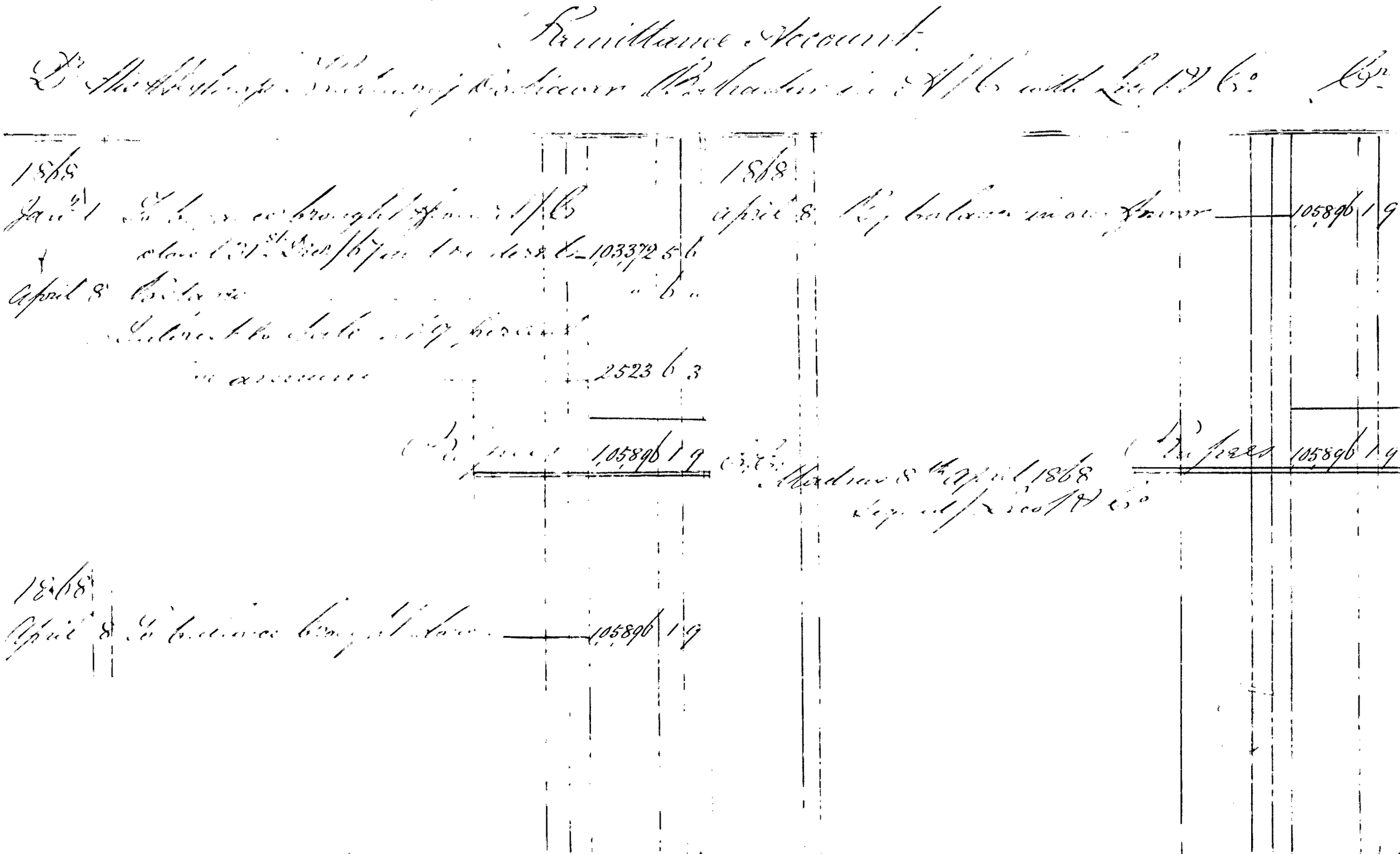
D^r His Highness Maharaja Mysore Krishna Raja Oodiaver Bahadur's Remittance A/c in A/c with Leon & Co

1867					1867				
Aug^t	13	To amount remitted to D^r J. C. Campbell by our bill at 30^d/sight on his favor for £3000			Dec^r	13	By balance in our favor carried to 2d forward to 1st January 1868		103372 5 6
		Exchange at 1-10 1/2 per Rupee		32000					
		D^o – D^o at 60^d/sight – D^o	£3000						
		D^o – D^o at 60^d/sight D^o – "	1000						
		"	4000						
		Exchange at 1-10 5/8 per Rupee		12430 15					
	26	D^o – D^o at 60^d/sight – D^o	£2410 8 2						
		Exchange at 1-10 5/8 per Rupee		25609 1					
		£	9410-8-2						
				10000					
				24					
Dec^r	31	To Postages							
		Interest to date at 9 per cent per annum		3370 16					
		Rupees		103372 5 6			E. & O. Madras 31st December 1867 Signed Leon & Co	Rupees	103372 5 6
1868									
Jan^y	1	To balance brought down		103372 5 6					

9

Remittance Acct
to 8th April 1868.

Remittance Account



1867.

May	8	To Amount of Loan renewed this day at Bank of Madras for 2 Months at 8 per Cent			383351	"	"	1867. July	8	By Amount of Loan renewed this day at the Bank of Madras for 2 Months at 5 per Cent			389436	11 7
"	"	" Commission ½ per Cent for negotiating Loan			958	6	"							
July	8	" Interest to date at 8 p Cent			5126	5	7	E. E.						
"	"	" Stamp on Bond			2	"	"	Madras 8 July 1867.				Rupees	389436	11 7
			Rupees		389436	11	7	1867.						
1867.								September	4	By amount of Loan renewed this day at the Bank of Madras for 3 Months at 5 per Cent			393507	3 1
July	8	To Amount of Loan renewed this day at the Bank for 2 Months at 5 per Cent			389436	11	7							
"		Commission ½ per Cent for negotiating Loan			973	9	5							
September	4	" Interest to date at 5 per Cent			3094	14	1							
"	"	" Stamp on Bond			2	"	"	E. E. Madras 4 September 1867.				Rupees	393507	3 1
			Rupees		393507	3	1							
1867.														
September	4	To Amount of Loan renewed this day at the Bank of Madras for 3 Months at 6 p Cent			393507	3	1	1867.						
"	"	" Commission ½ per Cent for negotiating Loan			983	12	3	December	4	By Amount of Loan renewed this day at the Bank for 3 Months at 6 p Cent			400381	6 3
December	4	" Interest to date at 6 per Cent			5886	6	11							
"	"	" Cost of Stamp on Bond			4	"	"							
			Rupees		400381	6	3	E. E. Madras 4 December 1867.				Rupees	400381	6 3
1867.														
December	4	To Amount of Loan renewed this day at the Bank of Madras for 3 Months at 6 p Cent			400381	6	3	Sig[d] Lecot & Co[y].						

Loan Account No 1.

H.H. The Rajah of Vizianagram in A/C with the Bank of Madras thro' Lieut & Capt

1866				1867		
December	5	To Amount of Loan received this day at the Bank of Madras at 9 Cent for 2 Months	3,68,845	February	5	By Amount of Loan paid this day at the Bank of Madras for 2 Months at 9 Cent per Annum	3,73,547	13	2
1867									
February	5	" Commission 1/4 Cent for negotiating Loan	922						
		" Interest to date at 9 Cent per Annum	3,761	6	2				
		Rupees	3,73,547	13	2	Rupees	3,73,547	13	2

E. E. Madras 5th February 1867.

1867.				1867		
February	5	To Amount of Loan received this day at the Bank of Madras for 2 Months at 9 Cent	3,73,547	13	2	April	5	By Amount of Loan received this day at the Bank of Madras for 2 Months at 9 Cent	3,79,314	3	8
"	"	Commission 1/4 Cent for negotiating Loan	933	13	11						
April	5	" Interest to date at 9 Cent per Annum	4830	8	7						
"	"	Stamps on Bond	2	"	"						
		Rupees	3,79,314	3	8	Rupees	3,79,314	3	8

E. E. Madras 5th April 1867.

1867.				1867.		
April	5	To Amount of Loan received this day at the Bank of Madras for 2 Months at 9 Cent	3,79,314	3	8	May	8	By Amount of Loan paid this day at the Bank of Madras for 2 Months at 9 Cent	383,351	"	"
"	"	Commission 1/4 Cent for negotiating Loan	948	4	7						
May	8	" Interest to date at 9 Cent per Annum	3086	7	4						
"	"	Stamps on Bond	2	"	"						
		Rupees	383351	"	"	Rupees	383,351	"	"

E. E. Madras 8th May 1867.

1867.					
May	8	To Amount of Loan received this day at the Bank of Madras for 2 Months at 9 Cent	383351	"	"

Carried over →

Palace - Mysore 30th July 1867.

His Highness the Maharaja of Mysore acknowledges to have received from Messrs Leech & Co. of Madras a sum of one Lac (1,00,000) of Rupees as a loan, and promises to repay the same on the 30th of July 1868 with interest at the rate of 9 per Cent. As security for the loan aforesaid, His Highness has mortgaged to Messrs Leech & Co. of Madras the undermentioned Note,

Note,

(No. 1630) for 3,00,000. —

True Copy. (Signed here)

1866						
		Brought over Rs		41,880	13	1
April	30th	To paid for telegrams in this month		6	12	"
May	9	" do do to J. Richardson		2	"	"
"	12	" do do do		4	"	"
	15	" do J. Richardson as per yr Highness letter of 9th Instant		500	"	"
	"	" Cost of a pair of large Grey australians		1,500	"	"
	16	" paid Taylor & Co's bill for Livery and Railway Charges on the above		144	"	3
	20	" do for a Telegram		2	"	"
June	6	" amount of Interest due to Dr Campbell on 2 lacs from 25 Nov 1865 to 25th May 1866 at 12 per Cent		12,000	"	"
	15th	" do of our bill for sundries supplied on Yr Highness' Order No 1		464	7	11
	"	" do do do No 2		4,966	15	6
	"	" do do do No 3		2,873	11	3
	"	" paid Castellas & Sons bill for a Peato Saddle & Bridle Complete Rs	156 12 "			
		" do Indian Carrying Co Charges to Mysore	4 " "			
		" Commission at 5 pr Cent for purchasing	7 13 4	168	9	4
	30	" Paid for telegrams in this month		6	12	"
	"	" Postages and Petties		25	"	"
			Rs	68,728	2	4
	"	" Agency & Banking Commission at 2 pr Cent on Rupees 60,099 " 10 " 8		1201	15	10
	"	" Interest to date at 12 pr Cent pr Annm		1763	5	3
		Rupees		71,693	7	5

1866						
					E.E.	Madras 30th June 1866.
July	1st	To Balance brought down		71,693	7.5	(Sd) Secot & Co

1866						
		Brought over Rupees		71,693	7	5
		Rupees		71,693	7	5

Sr. Mr Mahomed Reza Nor Ordinary Boarder, Mahajan of Mussoorie Accom. Current with Bank of 6%

1855 October 27th	To paid Mr Hutchison on account for Rs		
	Ditto Anderson for do		1,500 "
December 26th	Cost of a carriage sent to Mr Mahomed		1,500 "
1856 February 20th	Paid Messrs Skelton, Cockburn & Richardson		15,000 " "
29th	do Major Grant Bala Hissar Account		4,415 12 3
29th	do for a Tin box for Jewels		4 " "
29th	do for Liquors in Mr Mahomed		8 4
March 13th	do Messrs Mackillop bill for Liquors at the Treasurer's Office for duty charged on Cellar of the Bank		1,502 4
"	do Bishop duty for Liquors sent per our Bill of Lading		112 5
31st	do for Sundry Subscriptions		9 8 "
April 12th	do J Richardson for Acceptance of Mr Mahomed's		2,000 " "
"	do do do do		1,250 " "
"	do do do do		137 8 "
11th	do Register Office for Stamps for Receipts	Rs 1000 " "	
"	do do do do	171 4 "	
		171 4 "	
"	Cheques given to Mr Mahomed for Expenditure	3000	6,478 4 "
15th	" Paid Hay Macintosh & Co for Wines		300 " "
"	do Messrs Adams for 12 months Rent of Bungalow, Stables & Servants	Rs 300 " "	
"	Commission per centage for Drawing	12	315 " "
"	Discount on Bills drawn on Messrs Cockburn & Co on account of Mr Mahomed's Purchases per Memorandum	Rs 330 " "	
	Balance carried to Profit & Loss		3463 14 7
28th	" Paid Watkins & Co for horses carriages purchased by Mr Mahomed for		
	Receipts		38631111
	Carried over Rupees		41,880 13 1

1856 June 30th	By balance as our Ledger Carried forward to 1st July 1856	71,693 7 5
	Carried over Rupees	71,693 7 5

1866		Brought over Rupees			112,540	14	10	1866		Brought over Rupees	118,826	8 5
December	31	To Postage &ce			10	8	"					
	"	" Interest to date at 12 p^r Cent p^r Annum			5455	8	8					
	"	" Agency & Banking Commission on R^s 4,827 " 15 " 5 @ 2 p^r Cent			816	8	11					
			Rupees		1,18,826	8	5			Rupees	1,18,826	8 5
									E.E. Madras 31^st December 1866			
									(Signed) Leo & Co			
1867												
January	1	To Balance brought down			118,826	8	5					

E.E.

Dr. His Highness Krishna Raj Wadiaver Bahadoor. Maharaja of Mysore in a/c. with Lieut Col. Cr.

1865 July	1st	To balance brought forward as per Cr.			
		30 pieces Red Woollen			71,693 7 5
		" Assorted Colours Woollen Cloth			
		delivered by Messrs Richardson for			
		Your Highness			750 " "
	7	" paid Messrs Gilbertson's bill for Stationery			
		Lord Stanley			1 " "
	21	" do Arbuthnot & Co for Cutlery purchased and			
		forwarded Charges for Cases Boxes & Wrapers			969 10 "
August	7	" do Messrs Gilbertson & Co bill for Stationery			
		delivered Captain Haddow & Lieutenant Hayes			
		per letter of 15th July			3828 " "
	"	" do for 12 do Lord Monteagle & Co's Railway Charges			301 15 "
Sept	5	" Amount of a bill of Exchange at 2 days			
		favor of Messrs Richardson Bros & Co	931 5 10		
	"	" do do do do	406 " 11		
			1337 5 9		
		Exchange at 1/16 per Rupee			15000
	6	" do do on 30 days sight Messrs Grindlay & Co			
		per £ 171 1 1			
		Exchange at 1/16 per Rupee			5,000 " "
		" paid for telegrams to the month			6 " "
Oct	13	" do on Order at 15 days sight Arabian			3905 " "
		" do from Mysore Stud Groom to Mr			
		Constable for Horses			415 2 "
Nov	16	" Cr by Messrs Gilbertson's Stationery bill			110 " "
	26	" Cr by Messrs Arbuthnot & Co's bill			
		for Cutlery & Musical Boxes			
		Rupees 1866 to 25th December 1865			12,000 " "
Dec	8	" paid Lakshmeeka by Messrs Cox & Co			
		for Rupees per Cable of 10th Inst			2000 " "
	31	" do for telegrams to the month			64 "
		Carried over Rs.			112,540 14 10

1866
Dec 31st By balance on our favor Carried
forward to 1st January 1867 . . . . 118,826 8 5

Carried over Rupees 118,826 8 5

1867								1867							
		Brought over	Rupees		150,508	4	5			Brought over	Rupees		4,893	3	10
June	30	To amount paid Mr. J. Richardson on 7th June 1864 as per Your Highness' letter			6,000	"	"	June	30	By Balance in our favor Carried forward to 1st July 1867			177,369	5	8
"	"	paid for telegrams in this month			7	"	"								
"	"	amount of bill for sundries supplied on Yr. Order No. 1	Rs.	7591	8	9									
"		do do No. 2	"	5234	11	6									
"		do do No. 3	"	3915	"	3	16741	4	6						
"		Postages & ca					25	8	"						
							173,285	10	11						
"		Agency & Banking Commission on Rs. 54,379.10.6					1087	9	6						
"		Interest Balance to date at 12 per Cent per Annum					7894	5	1			Rupees	182,264	9	6
			Rupees		182,264	9	6								

E E Madras 30th June 1867

(Sign) Lecot and Co.

1867							
July	1st	To Balance brought down		177,369	5	8	

Dr. His Highness Krishna Raj Ardaver Bahadur Maharaja of Mysore in a/Current Account, to 30th June 1867 in Sicca Rs } Cr.

1867					1867				
January 1	To balance brought fwd. a/c closed 31st December 1866 and rendered			12,82,265 5	February 20	By received amount of Drafts on the Commissioners for Rs. 3905 less ¼ discount		3,895	3 10
" 31	" paid your draft in favr. J. A. Goodwin dated 26th July 1867		4500	" "	April 10	" received from P. Orr and Bros. proceeds of a Diamond Star Brooch		1,000	"
"	" do for Expenses in this month		5	8 "					
February 26	" do for Sundry horses, Horses &c. as per advice of this date		6,123	6 "					
"	" do for Printing Boxes in this month		22	8 "					
March 8	" Rs. 7 paid Messrs. Spink & Co. for Engine & Steel Engine Photographs &c.		7	4 "					
" 22	" do March 1/3 for 2 Post Gallopers	500	" "						
"	" do Drawbacks for purchases &c. as per our letter of this date	30 " "	530	" "					
" 31	" do for telegrams in the month		4	12 "					
April 9	" do Taylor & Co's bill for a pair of bay horses Emery 2nos.	Rs. 177	12						
"	" do for a pair of bay Horses Emery 2nos.	150 "							
"	" Commission 5% for purchases amounting to Rs. 3100	15 " "	339	7 6					
" 30	" paid for telegrams in the month		2	12 "					
May 11	" do for 5 Months Hire of Horses &c.								
"	" do Spirit to Cinder for Coolies "Rusal"	16 6 "	71	6 "					
21	" Amount of a set of cut Glasses as per Sundries Invoice No. 20 favouring Messrs Lewis & Peters for £ 456. 19 " Exchange @ 1/11								
	To Rupees		5000	" "					
"	do 6 Months Interest on Rs. 12,000 at 6 per Cent from 25th May 66 to 25th May 1867		12,000	" "					
31	" paid for telegrams in this month		17	4 "					
	Carried over Rs.		1,50,508	14 5		Carried over Rupees		4,895	3 10

		Brought over Rupees			218,705	5	4		
1867								1867	
December	31st	To cost of plated Salt cellars, Knives & Forks, Toilet glass &c^a for D^r Campbells Bungalow as per Runga mama Chitty's Bill			417	8	"		
	"	" Balance of Your Highness' a/c transferred			37,702	7	"		
					256,825	4	4		
	"	To cost of Sundry telegrams to Your Highness &c^a			10	4	"		
	"	" Postages and Petties			23	8	"		
	"	" Interest to date at 12 ₹ Cent per annum			11,411	10	11		
	"	" Agency & Banking Commission on Rupees 41,753 " 7·8 at 2 ₹ Cent			835	1	1		
		Rupees			2,69,105	12	4		
								E. Madras 31st December 1867	
								(Signed) Lecot and Co	
1868									
Jany	1st	To Balance brought down			2,69,105	12	4		

		Brought over Rupees	2,69,105	12	4
		Rupees	2,69,105	12	4

Dr. His Highness Maharaja Jyotee Prasad Raja Oodaver Bahadoor in Acct. with Messrs. Leech & Co. Cr.

1867				1867		
July	1st	To Balance brought forward from last Page		Dec.	31st	By Balance carried to new Account
	30th	Interest thereon	17,369 5 4			forward to 1st January 1868
	9	Paid to a Darjee & D. by Purchase Bill	50 " "			
	23	do Taylor & Co. for Watch	996 " "			
	26	do Mr. Hutchinson Draft for Exchange	400 " "			
	"	Amount by your Bill at Sight favor				
		Credit, due 3rd October next	5,473 " "			
	"	do Account of Carpet	2,610 " "			
Sept.	5	Paid C. Rathor for Diamond Ring	564 " "			
	24	do Draft on the Bank C. Aust.	6,000 " "			
	30	Amount by your Highness Credit in				
		favor Mr. Chas. Wm. Dec. 1867	800 " "			
Oct.	21	do do January last favor				
		Wappah due 3rd Inst. Bill	2850 " "			
Nov.	6	Paid Highness Office Expenses	1,500 " "			
	25	Amount by your Bill at Sight due				
		31st December 1867	12,000 " "			
	30	do by your Highness Bill at Sight				
		favor Mr. Chas. Wm. Dec.				
		Addition Interest				
		due on 1st May 1868	4750 " "			
Decbr.	31	do on Draft on Mr. Chas. Napier				
		Received due 15th February 68	2035 " "			
	"	do by Mr. Chas. Wm. Dec.				
		favor Mr. Cockburn at Sight				
		Mr. Hutchinson's Bill	1305 3 4			
		Carried over Rs.	2,18,705 5 4			Carried over Rupees 2,09,105 12 4

1868						1868					
		Brought forward Rupees	285,647	15	2		Brought over Rupees	1,419	4	2
March	4	To amt of Dr Highness's Sr. note for Stg Stillwell & Co due 31st Oct. 1868 discounted as per Your Highness's letter of 21st Feby 1868	17,993	8	-	March	31 By proceeds of sale of 1 Bond of 4% for one Lac @ 9% discount Rs 91,000 " " — Less ¼% commission on sale Rs 227-8-0 - 1/16% Brokerage " 56-14-0	284	6	90,715	10
	25	" Cost of Rs 13/- 100 pieces Grey Shirtings as per Insno: furnished this day	831	11	2						
April	1st	" Interest due to Dr Campbell on 2 Lacs from 25 November/67 to 27th March/68 @ 12 per Cent	8,131	8	1	April	1st " Balance of Loan Account No 2 transferred			12,240	12	6
										104,375	10	8
			312,604	1	3							
	8	To Postages and Petties	17	4	"							
	"	" Interest Balance to date @ 12 per Cent per annum	9,099	8	-	8	By balance in our favor			217,599	13	1
	"	" Agency and Banking Commission on Rs 25,466 " 0 " 11 @ 1%	254	10	6							
		Rupees	321,975	7	9		Rupees			321,975	7	9

Madras 8th April 1868
(Signed) Lecot and Co.

1868
April 8 To Balance brought down 217,599 13 1

Mysore Judicial No 2498 } 68/68
Political 25 }

P.P 1-67-12

M. C. O.
Q. 30th July 1868.

Messrs. Leech & Co.
Madras.

Sirs,

I have the honor by desire of the Court of Mysore, to inquire, whether the premium of Mr. M. D. Cockburn's life Policy of 19200 Rs, held as a security on account of the debt due by the Honble Lutchmanrauze Chutty and another to the estate of the late Maharaja, has been paid by you for the current half year.

Your account current with the late Maharaja closed up to 8th April last, exhibited a payment by you of Rs 303 for 6 months up to 30th June last 1868

I am also directed to take this opportunity to inquire, whether any further steps have been taken by you towards the settlement of the debt referred to.

I have &c

Dep Chief Secy

1868.

From Messrs Lee & Co

To The Deputy Accountant General

Dated 3 August

Despatched

Received 4 Aug 30 Sept/68

P.P. 1868-69

Enclosures No.

General No. 1868-69.

No. 1353 Ly. 63

In reply to No. 2498 dated 30 ult. to United States the Premium on Mr. Cockburn's Life Policy has been paid. Also that all attempts to bring the claim against the Hon'ble Lieutenant Governor chiefly to a settlement have proved unsuccessful

Copy to Mr Mendes Smith 10 Aug 68

Madras 3d August 1868.

650

H. Hudson Esqre
Deputy Acct General of Mysore
Bangalore

Sir,

In reply to your letter of the 30th Ulto, we have the honor to inform you, that the half yearly premium on Mr M. D. Cockburn's life Policy amounting to Rupees 553 was paid by us on the 15th Ulto.

As regards the debt of the Honorable Lutchmenarasu Chetty to the Estate of the late Maharajah, we regret to say that our repeated attempts to bring the matter to a settlement have much to our regret, been unsuccessful. We now hear that Lutchmenarasu Chetty being still ill, his Son is on the point of proceeding to Mysore with a view to bringing forward a counter-claim against that Estate for a considerable sum, and we trust that this will give an opportunity for settling the matter

matter one way or another.

We have the honor to be

Sir

Your most Obedient Servants

Leon & Co

P.P. 1-67-14

Madras 3rd August 1868.

H. Hudson Esqre
Deputy Accountt Genl of Mysore
Bangalore.

151

Sir

In reply to your letter of the 30th Ultimo we have the honor to inform you that the half yearly premium on Mr Mc D. Cockburn's life Policy amounting to Rupees 553 was paid by us on the 15th Ultimo.

As regards the debt of the Honorable Lutchmenarasu Chetty to the Estate of the late Maharajah we regret to say that our repeated attempts to bring the matter to a settlement have much to our regret, been unsuccessful. We now hear that Lutchmenarasu Chetty being still ill his son is on the point of proceeding to Mysore with a view to bringing forward a counter-claim against the Estate for a considerable sum, and we trust that this will give an opportunity for settling the matter one way or another.

Yr.

We have the honor to be &ca

Signed Lecot & Co

Genl

General No. 2721
Political No. 32

Mysore Comrs Office
Bangalore
10th August 1868.

To

Messrs Leal & Co
Madras

Sir,

I am directed by the Commissioner of Mysore to acknowledge receipt of your letter of the 3d instant regarding the debt due by the Honorable Lulchmenarasu Chetty and another to the Estate of the late Maha Rajah of Mysore and to request, as sufficient time has elapsed to enable the parties to communicate with the Commissioner on the subject of their alleged counter-claim, that you will be so good as to take immediate steps to enforce the settlement of the debt, under the advice of Messrs Proctman the Government Solicitors. Any reasonable Law Expenses attending your proceedings will be reimbursed to you by the Commissioner.

2. Should you not be prepared to adopt the above course, I am directed to request that you will be so good as to assign to "the"

"Comr"

Commissioner for the Government of the Territories of the Maha Rajah of Mysore the Deed of Mortgage with the other documents held by you as securities for debt in question, with the view of his prosecuting the claim on behalf of the late Maha Rajah's Estate.

3. The favor of an early reply is requested.

I have &c.

Signed J. B. Hudson

Dy. Accountt. Genl

of Mysore

Madras

13th August

To

The Deputy Accountt. Genl of Mysore

Bangalore.

Sir,

We have the honor to acknowledge the receipt of your letter dated the 10th Instt requesting us to take immediate steps to enforce payment of the Honorable Lutchmenarasu Chetty's debt to the Estate of the late Maharajah under the advice of Mr. Brockman the Government Solicitor Having doubts as to the validity

validity of a claim on our part, we first consulted Mr. Brockman on the subject of making an assignment of the Mortgage Bond to the Commissioner, and we find that he is strongly of opinion that it would be inadvisable for the Commissioner to prosecute the claim.

Mr. Brockman considers that this step would entail great complications, and raise numerous political questions of much importance.

For instance, were the Commissioners name once to appear before the Court as administrator of the Rajah's Estate, Mr. Brockman anticipates that numerous creditors would bring forward their claims in the same Court against the Commissioner, who having once placed himself under the Courts jurisdiction as plaintiff, would be liable to come under it also as a defendant.

The question would also perhaps be raised as to the Commissioner being in a legal point of view a proper administrator at all, and thus many other difficulties now unforeseen would crop up. Under these circumstances Mr. Brockman is of opinion that the claim should not be prosecuted by the Commissioner as proposed in the closing para: of your letter

under

under reply. We suggest however that it would be well to lay the case before the Advocate General with a view to obtaining his decision before taking further steps.

Though we ourselves do not quite coincide in Mr Brockmans opinion, especially as to the Commissioner of Mysore being amenable to a Madras Court we have thought it best to communicate his views.

not implying submission to opinion or liability to Madras Courts

As regards our prosecuting the claim ourselves, we shall be happy to commence proceedings but think it advisable that Mr. Brockmans suggestion should be first acted up and all doubt removed by the decision of the Advocate General as to the Commissioners amenability, and the validity of a claim on our part.

We have &c.a

(Signed) Lecot & Co.

General No. 2856
Political No. 36.

Mysore Comrs Office
Bangalore
14th August 1868.

To

Messrs Lecot & Co.
Madras.

Sirs,

Under the circumstances stated

in

in your letter of the 13th instant, I am directed by the Commissioner of Mysore to request that you will be so good as to forward to this Office in a registered packet the Deed of Mortgage and Collateral Securities connected with the debt of the Honorable G. Lutchmenarasu Chetty to the Estate of the late Maha Rajah of Mysore, to be held by the Commissioner pending a reference to the Government of India on the subject.

I have &c.a

Signed H. Hudson

D.J. Accountt General

of Mysore.

Madras 15th August 1868.

H. Hudson Esqre

Deputy Accountt Genl of Mysore.

Bangalore.

Sir,

We have the honor to acknowledge the receipt of your letter of the 14th Instant, and in accordance with its instructions, we now forward under a separate cover, registered, the Deed of Mortgage and

Collateral

Collateral Securities 19 particularized in the Subjoined list Connected with the debt of the Honorable Lutchmenarasu Chetty to the Estate of the late Maharajah

Due hare &ca

/Signed/ Lecot 86.

List of Securities

No Title Deeds of Stabling Situated in Armenan Sheet.

2 Do. — Do. — Do. —

3 Do. of a house situated in Singeneram -pett Madras

4 2 Receipts of Municipal Commissioners for land purchased at Royapooram

5 Two share certificates of the Brunton's Patent Press Co. together with transfer form

6 Five Shares in the Madras Cotton Cleaning Co. with transfer form attached

7 Policy No. 97 in the Indian Landable and Mutual Assurance Society for Rs. 19200 with transfer attached Mortgage Bond.

(Initialed) L 86

Copies

L Brown

Commissioner.

No. III

Enclosed in a Letter from the Commissioner of Revenue to the Acting Chief Secretary to Government, Madras, under date the 30th September 1865 No. 3831.

Copy of correspondence between Messrs. Scott and Co. and the Deputy Accountant General, regarding the recovery of a debt due by the Rajah of Sukkarama and Chelly to the late Maharajah of Tobe.

From

To

Dated

Despatched

Received

R.P. 4-7-15

Enclosures No.

General No.

Pol. No.

1868-69.

Requesting with reference to Clause 3 of Indenture to take immediate steps to enforce the settlement of the Debt due to Lakshmee Narain Chowdry & another due to the late Maharaja's Estate.

Av 2721.
Bol. 32

Bangalore
10th Aug. 68

157

Messrs Leet & Co.
Madras

Sir - I am directed by the Commissioners of Mysore to acknowledge receipt of your letter of the 5th inst. advising the debt due by the State Inter-Governmental Charity Fund in the State of Mysore and to request, as sufficient time has elapsed to have enabled the Bankers to communicate with the Commissioners on the subject

B 10/1865

When alleged counter-claim,
that You will be so good
as to take immediate
steps to enforce the
settlement of the debt,
under the orders of
Messrs Buchanan &
Co. to which they would
have objections. They would
from Correspondence with
be reminded by
the Government
of South Carolina
for which reason expected
I am. I asked to request
that You will be so good
as to assign the Commissioners
for the Port of Charleston. The deed
to Charleston Mortgage with the
Mortgage R and way

161

other documents held by
You as securities for
debt in question Abg 10/50

with the view of his
prosecuting the
claim on behalf
of the said Mahomed
Estate.

3- The Court can only
duly is refunded

From 1868.

To

Dated

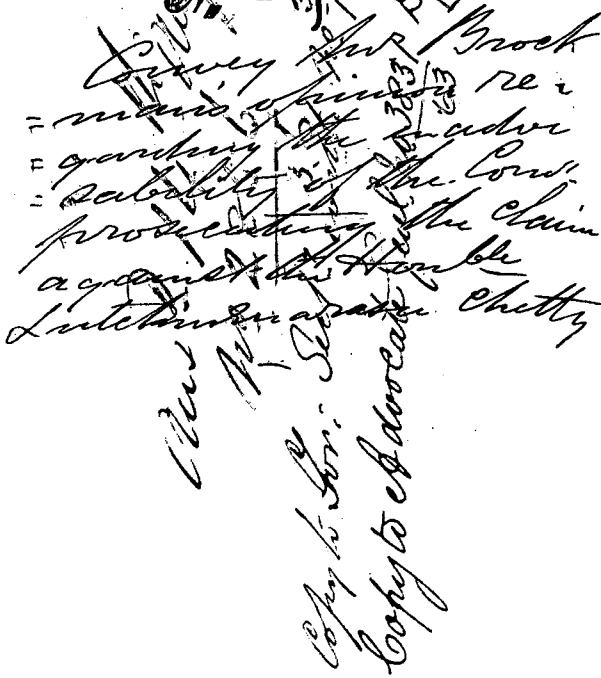
Despatched

Received

Enclosures No.

General No.

No.



Madras
13th August

To
The Deputy Accountant General of Mysore
Bangalore

Sir

We have the honor to acknowledge the receipt of your letter dated the 10th Inst. requesting us to take immediate steps to enforce payment of the Hon'ble Seshamiengar Chetty's debt to the Estate of the late Maharajah under the advice of Mr Brockman the Government Solicitor. Having doubts as to the validity of a claim on our part we first consulted Mr Brockman on the subject of making an assignment of the Mortgage Bond to the Commissioner and we find that he is strongly of opinion that it would be undesirable for the Commissioner to prosecute the claim. Mr Brockman considers that this step would entail great complications and raise numerous political questions of much importance
For instance, were the Commissioner sued once to appear before the Court as administrator of the Rajahs estate Mr Brockman anticipates that numerous creditors would bring forward their claims in the same Court against the Commissioner, who having once placed himself under the Court's

jurisdiction as Plaintiff would be liable to come under it also as a defendant.
The question would also perhaps be raised as to the Commissioner being in a legal point of view a proper administrator at all, and then many other difficulties now unforeseen would crop up.
Under these circumstances Mr. Brockman is of opinion that the claim should not be prosecuted by the Commissioner, as proposed in the closing para: of your letter under reply. He suggests however that it would be well to lay the case before the Advocate General with a view to obtaining his decision before taking further steps.
Though we ourselves do not quite coincide in Mr. Brockman's opinion, especially as to the Commissioner of Mysore being amenable to a Madras Court, we have thought it best to communicate his views.

As regards our prosecuting the claim ourselves, we shall be happy to commence proceedings, but think it advisable that Mr. Brockman's suggestion should be first acted upon and all doubt removed by the decision of the Advocate General as to the Commissioner's amenability, and the validity of a claim on our part.

We have the honor to be
Sir
your most obedient Servants
Scott & Co

166

No. 2856 Bangalore
Pol. 36. 16th Aug. 1868.

Messrs Lust & C.
Madras

Sirs. Under the circumstances stated in your letter of the 13th inst. I am induced by the Commissioner of Mysore to request that you will be so kind as to forward to me a deed of mortgage and collateral securities executed by the late Mr Govindasawmy Chetty to the estate of the late Mr Ranganayaka Chetty for which sum the Commissioner is pressing a return to me. I am Sirs Your obt Servt

Messrs Lust & C. †are a registered partnership.

B 14/8/68

PP 1-67-16

From 1868. 167

To The Deputy Accountant

Dated 15 Augt 1868

Despatched 18 " "

Received 21 " "

Enclosures No. 1 file of documents Mortgage bond

General No. 1868.

No.

With reference to letter No 2856 dated 14 Augt 1868 Pol. 1336 I forwards, under a registered cover, the Mortgage Bond & Collateral Securities connected with the debt of the late Lieutenant Governor Chetty to the late Mahomed Saleh

Copy to Accountant

Madras 15 August 1868.

168

H. Hudson Esqre.
Deputy Acct. Genl. of Mysore
Bangalore

Sir,

We have the honor to acknowledge the receipt of your letter of the 14th Instant, and in accordance with its instructions we now forward under a separate cover registered the Deed of Mortgage and Collateral Securities particularised in the subjoined list connected with the debt of the Honorable Lutchmenarasu Chetty to the Estate of the late Maharajah.

We have the honor to be
Sir
Your most obedient Servants

Leo & Co

P. T. Obr.

List of Securities

No. 1 Title Deeds of Stabling situated in Armenian Street.

2 Do. ——— Do. ——— Do.

3. Do. of house situated in Singaravelu Mudali Street

4. 2 Receipts of Municipal Commissioners for land purchased at Royapooram

5 Two Share Certificates of the Triplicane Patent Yarn Co. together with transfer form

6 Ten Shares in the Madras Cotton Cleaning Co. with transfer form attached

7 Policy No 97 in the Indian Landable and Mutual Assce Society for Rs 19200 with transfer attached

Mortgage Bond

L & C

170

The following remain Viz

Seven papers in Swedish remarked 1 /

Three do - as No 2

Four do as No 3

Two sketches

Two Share certificates and a Transfer thereof to Henri Martinie Esq
of 21 May 68.
Signed by both the same Clerk
of H. Martinie /

Ten do. and a Transfer Certificate as above. /

Policy and Deed of assignment. /

171

1868.

From The Dy. Asst. Genl.

To Majr. Genl. Lecat & Co.
Madras

Dated 19th August.

Despatched 20th August.

Received PP 1-67-69

Enclosures None

General No. 2988
Political No. 40
} 1868-69.

Acknowledges receipt of the documents forwarded with their letter of the 15th Instant.

177

P.P. 1-6799

From Thos Commissioner 1868

To The Secretary to Govt Dept Surveys.

Dated 19th August

Despatched 22nd

Received 24th

Enclosures No. 1 Copy of Corr.
2 Copy of mortgage bond.

General No. 2048 / 1868

Pol. No. 130 / 1868-69.

Submits for instructions papers connected with a claim against the Honble Dattatrinna Trasee Chitty of Nanottur for a sum of Rs 37,000 due to the Estate of the late Mr Gregson

From Govt. 30/8/68

From Govt. 2/9/68

Copy to Advocate Genl 3/9/68

Mr. Gen'l 3018
Pol. 130

Bangalore
17th August 1868

173

To The Secretary to the Govt of India
Foreign Dept
Simla.

Sir

I have the honor to acknowledge your letter No 924 of 10th ult. relative to a debt of Rs 37700/ due to the Estate of the late Rao Nagoba of Nipani by Rao Bahadur G. Lakshmanrao Shirkey and G. Narayanrao Chorkey of Kundeo Shankar-known to subsist to the present of the Rao V. of Jath

Mysore Resident's letter dated 3rd August 1868.—

D. Sec. Letter No 2721/52

Proceedings to
Govt Resident
9/13th ult
Do. to Rao Sahib
Resident
9/14th ult
Govt Resident
9/15th ult.

a copy of the correspondence on the subject, & has recently passed through Resident's hands for disposal on which appears to me to be a case for investigation, & I have requested Rao Sahib to have the matter duly inquired into by the Court of Inam Commissioner, & to report the result to me for submission to Govt. I have also requested Rao Sahib to call upon the parties to the suit to appear before the Court of Inam Commissioner on the 2nd proximo, being the earliest practicable day for obtaining a settlement of this case without unnecessary delay, & to report to me the result of the enquiry

the Executor who dies leaving a Will is called a Testator and a Will is called a Testament as to the Legal title of the Executor of Lessee that is in this case as Administrator to the Estate of the Testator makes Royalty. The Deed of Mortgage by which a Royalty is created and the Collateral Securities are in the name of Queen Lucy Jr. The Hawaiian Queen does not appear in any of these documents, but she is a party that the Trust Deed as Trustee, and having Received from the Est Securities which they sold on behalf of this Syndicate, & has many advanced by them in the form, it may be a question whether they could legally sue in their own name Hawaiian company known that any suit by them can stand to be established by the Estate acting on behalf of the Hawaiian Royalty Estate, and if as many legal considerations are involved, Mr. Lewis suggests it should be laid upon Est of the Administrator & in the Hawaiian Court & not in the proper legal Courts being consulted before further action is taken by this Office

3. It may be ~~a question~~ whether the Deeds ~~of~~ executed by the Commissioner of Public Lands as representative of the Queen of Hawaii Personal Estate and Est Hawaiian Royalty or the Liability of having left upon them & the liability of having to contest claims against the Estate in the Courts of Law, which ~~under the~~ may be entertained as to last made entirely be entertained as a matter of Grace

MM 7/10

175

1868

From the Hon. G. Lutchmeanarasu Chetty Madras.

To The Commissioner

Dated 2 September 1868

Despatched 8 " "

Received 14 " "

Enclosures No.

General No. 1868

Foreign Dept. Public No. 33 Dy. 30 Sept. 1868

Copy of Letter to Govt. of Madras dated 1 April 1868 with enclosures

Copies of Letter to Collector of Tanjore dated 1 April 1868 with enclosures

Copy of Letter to Collector of Tanjore dated 1 April 1868 with enclosures

Submits two petitions against the Palace of the late Maharaja Pamount-ing to Rs. 1,53,300 with a statement of the circumstances which it arose

P. 21-7-71

17

Madras 2nd September 1868.

To

L. Bowring Esquire
Commissioner for the Government
of the Territories of the Rajah
of Mysore.
Bangalore.

Sir,

I have the honor to lay before you my claim against the Estate of the late Maharajah of Mysore for 1,59,500 Rupees, and a brief statement of the circumstances out of which it arises: merely premising, with reference to the endorsement of the Superintendent Astagram Division on the accompanying Petition and its annexure, that my son, acting under a General Power of Attorney from me, waited personally on that Officer on Friday the 14th Ultimo, and after mentioning the object of his visit to Mysore asked for a few days' time to prepare and file a Petition on the subject of my claim, but was directed to send in an Abstract one. This he accordingly drew up on the same date, but it was then too late to present it; and having learnt on Saturday the 15th that Major Elliot was busily engaged in taking an Inventory of property in the Palace, he forwarded the Petition registered through the Mysore Post at about 11 A.M. on that day, under the impression that there were two deliveries daily according to the practice obtaining in the Postal Department at Madras. It would appear however that the document did not reach the Superintendent till Sunday the 16th — the date of his endorsement.

As to my claim I should observe that for many years previous to the Maharajah's demise I had been adressing him on the subject of his rights, and at length

submitted

submitted to him the plan of action for prosecuting the same in England and which His Highness adopted; whilst I also corresponded with parties there and elsewhere who were endeavouring to get his case a public hearing.—

When success seemed nearly hopeless, and a decision adverse to the Rajah's claims had unfortunately pronounced, I strongly urged on him the advisability of an adoption, which was regarded as the only means for obtaining a rehearing and a declaration against the annexation of Mysore on the death of His Highness, who acted up to my suggestions on this point likewise.

I had no formal agreement as to any reward for my services, but in 1865 several pecuniary losses fell upon me which it was impossible for me to meet without assistance. I therefore wrote to the principal Palace Officers requesting them to bring the matter under the notice of the Maharajah, whereupon His Highness, in consideration of the exertions I had made on his behalf, graciously promised to clear off my liabilities amounting altogether at that time to Rs 199,500/- as soon as his means would allow.

Being straitened in means, as I was informed, the Maharajah was unable to afford me any immediate relief from my difficulties out of his own private funds; but on my again urgently representing to his Chief Officers the state of my affairs in 1866, when I had met with fresh disastrous losses, His Highness was pleased to direct Messrs. Leech & Co. to advance me, as part of the monies he had promised, Rs 40,000/- of which he subsequently repaid that Firm Rs 10,000/- and the whole sum having since the Rajah's demise been discharged out of the Mysore Public Treasury, I give credit for it against the total amount

of

of Rupees 1,99,500/- which His Highness had undertaken to pay me.

Although as a mere matter of form I mortgaged some of my property to Messrs Lecok & Co for the advance referred to, neither they nor the Rajah ever intended that I should refund it, as is evident not only from the promise conveyed to me by His Highness in writing through his Officers, but also from his remittance to Messrs Lecok & Co of Rs 10,000/- towards payment of my account with them.

Having some six months ago been stricken down by paralysis, from the effects of which I have but partially recovered, I regret my inability to appear in person to substantiate my claim, and beg in conclusion to express a hope that you will be so good as to appoint an early day for its investigation thereby relieving me of the mental anxiety I am labouring under in respect of the present unhappy position of my affairs.

I have the honor to be,
Sir,
Your most Obedient Servant.

Ratchamanoon Ch

16th Augt 1868.

Mysore 14th August 1868.

To

Major C. Elliot C.B.

Superintendent

Mysore Division

Mysore.

Sir,

On coming here to represent my claim against the Estate of the late Maharajah of Mysore for Rs 1,59,500 after giving credit for the sum of Rs 40,000 received from Messrs Leech & Co. I am given to understand that the 15th of the current month is fixed as the latest date within which such representations could be made I beg therefore to request that this may be accepted as my abstract Petition on the subject, and I shall be prepared to submit a more detailed representation & to produce all my evidences on such day

as may be named for the hearing
of my case.

I have the honor to enclose
herein my General Power of Attorney
to sign for my father.

I have the honor to be

Sir

Your most obedient servant

Thanacoimbodoo

for

G. Lutchmenarasu Chetty.

No. 92 Residency Department

To

181

G. Kurrumbaloo Chetty Esqr.

Dated Mysore 17th August 1868

Sir,

In returning herewith your claim with enclosure against the Estate of the late Hushmuth Maharaja of Mysore, received on the 16th Instant, I have the honor to state that the Bills having been closed on the 15th, you should address the Commissioner on the subject.

I have the honor to be

Sir

Your most obedient Servt

C Mary Shirley

For Superintendent & Asst. Comr.

In charge of Palace duties

Madras 2nd September 1868

P P 1-67-24

To

L. Bowring Esqre

Commissioner for the Government
of the Territories of the Rajah
of Mysore Bangalore.

Sir,

I have the honor to lay before you my
claim against the estate of the late Maharaja of
Mysore for 1,59,500 Rupees, and a brief statement
of the circumstances out of which it arises, merely
premising, with reference to the endorsement of the
Superintendent, Ashtagram Durgon on the accom-
panying Petition and its annexure, that my son,
acting under a General Power of Attorney from me,
waited personally on that Officer on Friday the 14th
Ultimo, and after mentioning the object of his visit
to Mysore, asked for a few days time to prepare and
file a Petition on the subject of my claim; but he
was directed to send in an abstract one. This
he accordingly drew up on the same date, but it
was then too late to present it; and learning learn
on Saturday the 15th that Major Elliot was busily
engaged in taking an Inventory of property in
the Palace he forwarded the Petition registered
through the Mysore Post at about 11 A.M. on that
day, under the impression that there were two

1,59,500

Endorsed by Elliot

deliveries

deliveries daily according to the practice obtaining in the Postal Department at Madras. It would appear however that the document did not reach the Superintendent till Sunday the 16th the date of his endorsement.

As to my claim, I should observe that for many years previous to the Maharajas demise, I had been advising him on the subject of his rights, and at length submitted to him the plan of action for prosecuting the same in England, which His Highness adopted and acted on, which also provided with pecuniary means and encouragement, who were endeavouring to get his case a favourable hearing. Consideration in pronouncing

When success seemed nearly hopeless, and a decision adverse to the Rajas claims had in fact been pronounced, I strongly urged on him the advisability of an adoption, which was regarded as the only means for obtaining a rehearing and a declaration against the confiscation of Mysore on the death of His Highness, who acted up to my suggestions on this point likewise. Consideration

I had no formal agreement as to any reward for my services, but in 1865 severe pecuniary losses fell upon me, which it was impossible for me to meet without assistance. I therefore wrote to the principal Palace Officers, requesting them to bring the matter under the notice of the no agreement for services. 1865

apparently the Rajah and D.C never met. The evidence of this promise must either be some letter or order signed by Rajah; or rest upon the oral evidence of the "Palace Officers" as to what the Rajah actually said.

Rajah's letter dated. evidence lost

the Maharaja, whereupon His Highness in consideration of the exertions I had made on his behalf, graciously promised to clear off my liabilities amounting altogether at that time to Rs. 1,99,500 so soon as funds were available.

Being straitened in means as I was informed, the Maharaja was unable to afford me any immediate relief from my difficulties out of his own private funds; but on my again urgently representing to his Chief Officers the state of my affairs in 1866, when I had met with fresh disastrous losses His Highness was pleased to direct Messrs Lecot and Company to advance as part of the monies he had promised, Rs 40,000: of which he subsequently repaid that Firm Rs 10,000 - and the whole sum having, since the Rajas demise been discharged out of the Mysore Public Treasury, I give credit for it against the total amount of Rupees 1,99,500, which His Highness had undertaken to pay me.

There is no allusion in the telegrams to the 40000 being "part of the money he had promised" This must be other evidence

10000 has stated to have been repaid by Rajah. Ascertain this. also as to 6000.

Although as a mere matter of form I mortgaged some of my property to Messrs Lecot and Co for the advance referred to, neither they nor the Raja ever intended that I should refund it, as is evident not only from the promise conveyed to me by His Highness in writing through his Officers, but also from his remittance to Messrs Lecot and Company

What is this? The writing is not set out. And it cannot be used as evidence. The writing must be the Officers present statement of what took place. If there is any such writing, it could corroborate the oral statement, as a previous statement of made about the time of the event.

of Rupees 10,000 towards payment of my account with them.

Mamiya Sahib is a months ago issued Sixteen days of pardegai, from the effects of which I have not partially recovered, I beg to my inability to appear in person to substantiate my claim, and beg in conclusion to express a hope that you will be so good as to appoint an early day for the investigation. Thereby relieving me of the mental anxiety & embarrassment in respect of the present unhappy position of my affairs.

I have the honor to
(Signed) G. Subbiramayya Chetty.

Mysore 11th August 1884

To

Major A. Cole I.S.C.
Superintendent
Nilgiri Commissariat Mysore.

Sir,

On coming to represent my claim against the Estate of the late Maharaja of Mysore for Rupees 159500, after giving credit for the sum of Rupees 40,000 received from Messrs Secot and Co, I am given to understand that the 15th of the current month is fixed as the latest date within

which

L.C. in his petition says 15th. pushed by miller on 14th. for the 15th. Gone one more date! Returns invariably, as per my experience, last till the last moment!

which such representations could be made. I beg therefore to request that this may be accepted as my abstract Petition on the subject, and I shall be prepared to submit a more detailed representation, and to produce all my evidences on such day as may be named for the hearing of my case.

I have the honor to enclose herein my General Power of Attorny to sign for my father.—

I have the honor &c

(Signed) G. Narasumhaloo Chetty
for
G. Lukshmenarasu Chetty.

No 92. Residency Department.

To.

G. Nursumhaloo Chetty Esqr.

Dated Mysore 17 August 1868.

Sir,

In returning herewith your claim with Enclosure against the Estate of His late Highness the Maharaja of Mysore, received on the 16th Instant, I have the honor to state that the file having been closed on the 15th,

You

No. IV.

Enclosed in a letter from the Commissioner of Mysore to the Advocate General, Madras Dy. 30th September 1868. No. 3831/63.

Copy of letter from the Hon.ble Lutchmmarasu Chetty preferring a claim against the Estate of the late Maharaja, amounting to Rs 159,500. –

187

P. P. 1-61-2

From 1868

To The Secretary to the Govt. of India
Foreign Dpt. Simla.

Dated 4th September

Despatched 5th —

Received

Enclosures No. 3

General No. 3345 / Political No. 145 } 1868-69.

In connection with this Offrs No. 308 dated 17 Ultimo, forwards Copy of a letter & of its 2 Enclosures from the Honble R. Sukhlinmaraau Chetty Esq. claiming a sum of Rs. 159,500 from the Estate of the late Maharaja of Mysore

From 1868
The For: Secretary

To The Commissioner

Dated: 14th Sept:
Despatched
Received 29

Enclosures No.

General No. 1059 } 1868–69
No. 13

In reply to Nos. 3018 / 130 & 3345 dated 17th August 8 / 145 & 4th September respectively re-garding the claim of the Mysore State against the Hon'ble Lutchmeenarain & another for which that the opinion & advice of the Advocate General of Madras be taken

To Acct. Dept, with a view to the papers being sent to the Hon'ble the Justice for opinion, as suggested

B 29/9/61

№ 1059.

From

W. S. Seton Karr Esqre

Secretary to the Government of India,

To

L. B. Bowring Esqre C. S. I.

Commissioner of Mysore.

Dated Simla the 19th September 1885.

Foreign Depts
Political

Sir,

I have laid before the Viceroy and Governor General in Council your letters Nos. 3018/130 dated 17th Ultimo, and № 3345/145 dated September 4th, with enclosures, relative to a demand for Rs. 37,702-7-0 on account of the estate of the late Maharaja of Mysore against Messrs Lutchmenarain Chetty and Narasimmulu Chetty of Madras, and to a counter-claim for Rupees 1,59,500 lately set up by these gentlemen.

2. His Excellency observes that in your opinion the matter is not likely now to be settled without the intervention of a Court of Law and that there are difficulties attendant upon the prosecution of any suit for the recovery of the debt. Under these circumstances, His Excellency in Council considers that it will be very desirable to obtain the opinion and advice of the

learned

learned Advocate General of Madras. You are accordingly requested to put yourself in communication with the Hon'ble Mr Norton, and after furnishing him with all the facts necessary to the expression of an opinion, to ascertain whether he concedes in the views held by Mr. Brockman, the Solicitor to the Madras Government, to the effect that the Commissioner of Income should not officially appear as a party to the suit.

3. There are obvious political objections to any such course. If the Commissioner will be contested, it will probably be partly on political grounds. If A should be intervened it would be impossible to foresee the number and extent of the claims that might thus be brought against that high authority by the decision of the Maharaja. Mr Norton should accordingly be asked to state his opinion, whether Messrs Leon and Company of Madras could be made Plaintiffs, and if not, on whom the duty of prosecuting the claim should devolve, and generally what course should be pursued in the interests of Government and of the Estate of the late Maharaja.

4. The Government of Madras, to whom Mr Norton is subordinate, has been informed accordingly that you have been empowered to

seek

seek his advice.... Mr Norton should, His Excellency thinks, be entitled to his fees for his opinion.

I have the honor &c

(Signed) W. S. Seton-Karr
Secretary to the Govt of India.

Simla
The 19th Sept 1868.

General No 3018
Political 130
1868/69.

Mysore Commissioner's Office.

From

The Commissioner of Mysore,

To

The Secretary to the Government of India,
Foreign Department,
With the Governor General
Head Quarters, Simla.

Dated Bangalore the 17th August 1868

Sir,

With reference to para. 3 of my letter No 929 dated 16th May last relative to a debt of Rs 37,700 due to the estate of the late Maharaja of Mysore by the Honble G. Lutchmenarasu Chetty, and G. Nursimmulu Chetty of Madras, I have the honor to submit for the perusal of His Excellency the Viceroy and Governor General in Council, a copy of the correspondence as per margin, which has recently passed between Messrs Secoto and Comp^y and the Deputy Accountant General, as well as copies of a Memo: and Telegrams

Messrs Secoto's letter dated 3d August 1868.
Deputy Accountt Generals No 2721/32 Dy. 10 Idem.
Messrs Secoto's reply dated 13th Idem.
Deputy Accountant Generals letter Dy. 14th Idem.
Messrs Secoto's reply dated 15th Idem.

Telegrams descriptive of the transaction, which were furnished by Messrs Lecot when the Deputy Accountant General was deputed by me to ascertain the state of their accounts with the late Maharaja in April last.

2. There being little or no probability of obtaining a settlement of this debt without recourse to Law, the claim having been created under the pretext of an alleged Counter-claim against the late Maharaja, of which I have no knowledge, I am desirous of His Excellency's instructions as to the course that should be adopted. It will be observed from Messrs Lecot's letter of 13th August, that Mr Brockman the Solicitor to the Madras Government is said to entertain a doubt as to the legal title of the Commissioner of Police to sue in this case as Administrator to the Estate of the late Maharaja. The Deed of Mortgage of which a copy is enclosed, and the collateral Securities are in the name of Messrs Lecot and Co. The Maharaja's name does not appear in any of these documents, but it is a matter of fact that the Firm acted as His Highness' Agents, and having themselves been reimbursed out of the proceeds of the Government Securities which they held on behalf of His Highness, for the money advanced by them

unlucky.

for

for the loan, it may be a question whether they could legally sue in their own name. It seems necessary therefore that any suit in the case should be instituted by the Government acting on behalf of the Maharaja's Estate, and as many legal Con: :siderations are involved, I have thought it desi: :rable to lay before Government all the infor: :mation I have on the subject, with a view to the proper legal authorities being consulted before further action is taken by this office.

3. It may be also deserving of Con: :sideration whether a prosecution in the name of the Government or the Commissioner as represn: :tative of the late Maharaja's personal estate, would not expose them or him to the liability of having to contest claims against the estate in the Courts of Law, which according to past usage could only be entertained as a matter of grace. —

I have the honor &c.a

/Signed/ L. Bowring

Commissioner.

"Copies"

L Bowring

Commissioner.

J.T.T.

No. 1.

Consul Griffin to Sir [illegible]
the Govr. respecting [illegible] to
the Sea vessels General, Steamers
No. 35 dated 10th September
63

Copies of letters from and to the
Govr of Jamaica regarding the Claims of
the Import States against the Alabama
Sir Edmund Walker Head and another.

No. 1059 192

From

W. S. Seton-Karr, Esq.

Secretary to the Govt. of India.

To

L. B. E. Bowring, Esq., C.S.I.

Commissioner of Mysore.

Dated Simla, the 19th September 1868.

Foreign Dept.
Political.

Sir,

I have laid before the Viceroy and Governor General in Council your letter No. 3018/130, dated 17th Ultimo, and No. 3345/145, dated September 4th, with enclosures, relative to a demand for Rupees 37,702-7-0 on account of the estate of the late Maharaja of Mysore against Messrs. Luchmenarain Chetty and Narasimmulu Chetty of Madras, and to a counter-claim for Rupees 1,59,500 lately set up by these gentlemen.

2. His Excellency observes that in your opinion the matter is not likely now to be settled without

without the intervention of a Court of Law, and that there are difficulties attendant upon the prosecution of any suit for the recovery of the debt. Under these circumstances His Excellency in Council considers that it will be very desirable to obtain the opinion and advice of the learned Advocate General of Madras.

You are accordingly requested to put yourself in communication with the Honble Mr Norton, and, after furnishing him with all the facts necessary to the expression of an opinion, to ascertain whether he coincides in the views held by Mr Brackinan, the Solicitor to the Madras Government, to the effect that the Commissioner of Mysore should not openly appear as a party to the suit.

3. There are obvious political objections to any such course. If the Commissioner's title be contested, it will probably be partly on political grounds. If it should be admitted, it would be

be impossible to foresee the number and extent of the claims that might then be brought against that high authority by the creditors of the Maharaja. Mr. Norton should accordingly be asked to state his opinion whether Messrs. Leech and Co. of Madras could be made Plaintiffs, and if not, on whom the duty of prosecuting the claim should devolve, and, generally, what course should be pursued in the interests of Government and of the estate of the late Maha-raja.

4. The Government of Madras, to whom Mr. Norton is subordinate, has been informed accordingly that you have been empowered to seek his advice. Mr. Norton should, His Excellency thinks, be entitled to his fees for his opinion.—

I have the honor to be,
Sir,
Your most obed.t Servant,

W. Setun Karr
Secretary to the Govt. of India

Simla
The 19. September
1868.

3

N.B.

P.P. 1-11-68

1868 195

From

To The Advocate General
Madras

Dated 30 September
Despatched 2nd Oct.
Received

Enclosures No. 4 Sets of Corresp. and of mortage. collateral Securities

General No. 8831
Political No. 63
1868-69.

Forwards copies of certain papers regarding a debt due to the Estate of the late Maharaja by the Hon'ble C. Lutchmenarasu Chetty, and requests his opinion and advice as to the course to be pursued for its recovery.

Judicial No 831 / 1868/69.
Political 68

Mysore Commrs Office
Bangalore 30th Septr 1868.

To

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The Advocate General
Madras

Sir. Pursuant to instructions received from the Secretary to the Govt of India in the Foreign Dept of which a copy was forwarded with my No 130 dt 17th Septr 1868 I have now the honor to submit an abstract of your opinion and advice regarding the amount which ought to be claimed from the Colony for debts due to the Estate of the late Madhavrayah of Mysore by the late Nuncomar deceased, and 9 Nuncomar's deceased Creditors of Madras.

2. The history of the transaction as given by Messrs Lestor & Co of Madras, who advanced the amount in dispute to the late Madhavrayah, under the instructions of the late Maharajah, will be found in a letter of Messrs Lestor & Co's dated 3rd Augt 68 No 2. and certain telegrams copied in Messrs Lestor's letter of 15 Augt (copies enclosed). Copies of the 5 letters as per margin, as well as the deed of mortgage executed by Nuncomar referred to in Messrs Lestor's letter of 15 Augt are also submitted.

Messrs Lestor's letter 3 Augt 68
Do Govt Solicitor's letter 272/32 10 idem
Messrs Lestor 13 " idem
D.o & Co 2856/36 14 " idem
Messrs Lestor - 15 idem

3. On communicating with the Rajah, a copy of letter of 2 Feby 68 with Sanskrit address was sent by the late Lakshmeeswara Chetty, in which he represents the loan made to him by the late Madhavrayah as part of a sum of Rs 499 500/ which he states was promised to him by His Highness and for which he claims from the late Estate. I may add that the Nuncomar

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The Commissioner for the Government
of the Territories of the Mysore Raj

To Brockman Prichard & Barclay. Dr.

The Estate of His late Highness the
Maharajah of Mysore
— vs —
The Estate of the late G. Lutchmeenaraso
Chetty Garu and G Narasimooloo Chetty.

1868. Oct. and Nov.	Instructions to lay a Case before Counsel and obtain his opinion thereon.	3 . 8 .
	Perusing and Considering Papers.	3 . 8
	Drawing Case folios 9.	10 -
	Making Fair Copy thereof.	6 . 12
	Short instructions to Counsel to advise Advocate General with the Papers and Attending afterwards thereon.	1 .
	Making Copy of the Case and opinion together fos. 39	3 . 8
	Writing to you therewith and thereon.	29 . 4
		2 - 4
		60 -
	Paid Mr. Advocate General with Case to advise	87 . 8 -
	Postages.	2 . 89 -
		Rupees 149.

Instructions.—

On behalf of, and as the agents for, His Highness the late Maharajah of Mysore, the firm of Messrs Lecot and Co. of Madras advanced to the Honorable G. Lutchmenarasoo Chitty and G. Narasimooloo Chitty (members of the firm of Messrs G. Sidloo Chitty and Co.) of the same place, upon his Highness' authority, a sum of Rs 40,000, upon the security of a mortgage by Messrs G. Lutchmenarasoo Chitty and G. Narasimooloo Chitty, in favor of the members of the firm of Messrs Lecot and Co., bearing date the 6th of June 1866 and redeemable on the 6th of December 1866 by repayment of the said advance with interest thereon at the rate of 12 per Cent per annum.

2. The amount so advanced by Messrs Lecot and Co to Messrs G. Lutchmenarasoo Chitty and Narasimooloo Chitty as aforesaid was, in the first instance, debited in Messrs Lecot

and

and Co's Books to His Highness in a sepa-
rate account. The amount accordingly
made by His Highness was carried to the
Credit of his account reduced the amount
at debit to Rs 1,00,000/- on the 31st
of December 1867, when this account
was closed by the transfer of the
balance to the debit of His Highness'
general account with Rao Saheb
Rs 1/2, which balance was after-
wards liquidated out of the net
proceeds realized by the sale of cer-
tain Government securities belong-
ing to His Highness Rao Saheb
and Co's firm, although subse-
quent to His decease, His Highness
desired that the item of advance to
Rao Saheb & Co should be sepa-
rate and distinct from his general
account.

3 His Highness the Maharajah
of Travancore during about the Month
of

of February 1868, leaving adopted
son him surviving.

4. The Honorable G. Lutchmenara=
=soo Chitty died in September 1868,
having previously thereto preferred
a claim against His Highness' Estate
for Rs. 159,500, after giving credit for
the advance of Rs. 40,000 so made by
His Highness to Messrs. G. Lutchmena=
=rasoo Chitty and G. Narasimooloo
Chitty as aforesaid.

5. The Commissioner for the
Government of the Territories of the
Mysore Raj is not prepared to admit
any portion of the claim preferred
by the Honorable G. Lutchmenarasoo
Chitty against His Highness' Estate.

6. On behalf of His Highness'
Estate, the Commissioner for the Govt.
of the Territories of the Mysore Raj
is desirous of enforcing adjustment
of the amount due for principal
and Interest upon the aforesaid
mortgage

referred to, and if so, against whom should the suit be instituted.

2dly Whether the Commissioner for the Government of the Territories of the Rajah of Mysore can legally represent his Estate - and whether it is expedient for the Commissioner to appear as a party to the suit.

3dly If neither Messrs Leeat and Co nor the Commissioner can sue, who is the proper party in whose name the suit should be brought? and

4th duly Generally as to the course that should be pursued in the interests of Government and of the Estate of His Highness for the recovery of the Mortgage.

Opinion.

On the best consideration I can give this case, I do not think Messrs Leeat and Co could successfully sue

[illegible] they are the mortgagees
[illegible] to
[illegible] that they
[illegible] mortgagees, & already [illegible] how they could
[illegible] their account, which mortgagees
that the mortgagor & all persons not so
[illegible] they could [illegible] for
[illegible] redeem [illegible] to redeem
them and the Plaintiff was answered by
his Bench, which put an end to them,
agency. They must, I think, in such
a suit must be first [illegible],
[illegible] to the Chancery
were the bench, [illegible]
who, in my opinion, legally represents
the late Majah, except his adopted son.
I [illegible] to regret that
the [illegible] to the Mortgage
money was first [illegible], they
[illegible] and no mortgagees, an
[illegible] living, of course, given to

them

them by the Mysore Government to pay
them in event of not recovering [*] though
the Court together with costs of suit.
at one time, it occurred to me that
arrangements might still be made
with Messrs Lecot, by which they
might be replaced in their former
position. But apart from all question
as to Messrs Lecot and Co assenting
to such a proposition, I do not think
it would be proper to adopt such
a course. From the Honble G. Lalla-
-mencracoo Chitty's Petition, I gather
that he is aware of the fact that
Messrs Lecot and Co have been paid
off; and I do not think that any
thing ought to be kept back from
the Court. The repayment and its
object must thus be stated
in the Plaint.

2. Still less do I think the
Commissioner has any locus standi
in

[*] Sic in Orig:

over him in all others connected with the Estate, especially if his representative capacity should not be established. But it is apparent that the defendants in this suit would set up the claims brought forward by the late Lutchmeenarasoo Chitty for 1,95,000 Rupees, and that the Court would have complete jurisdiction to decide for or against its validity. This, whether the suit were brought by Messrs Lecot, or the Commissioner, or the Guardian, or the next friend of the Rajah.*

* Not in the original opinion

3. If a suit is to be brought, I think the only party to sue is the infant Rajah by his next friend to be appointed ad litem. He is a Hindoo. The whole of his adoptive father's Estate has vested in him. He is entitled to have an assignment made to him of Messrs Lecot's mortgage. His being a Sovereign Prince and a foreigner is no bar to his suing if he chooses to submit

pro hac

[illegible] the [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible]

it should be against G. Narasimmaloo, one of the parties to the mortgage, and his undivided brother, whose name I do not know, who to the extent of assets come to him from his father would be jointly liable for the debt.

4. Advising generally, I think it very doubtful whether this is a case in which any suit need be brought. The Commissioner, of course, has only to see that the late Rajah's assets are collected, and the question is whether this transaction, though in form a loan, is not really a gift. It is unfortunate, I think, that the late Honble G. Lutchmenarasoo Chitty presented the Petition he did before his death, because, if it be investigated, the Commissioner will probably have just as full means before him as a Court of Justice of deciding what is the true nature of the transaction.

If

until the fuller materials to which I am about to advert, are laid before me if indeed the Commissioner is not satisfied on their establishment. To me it appears that he will be in a condition to form just as good an opinion as I could.

I think the statement put in by Lutchmenarasoo Chitty may be taken as a true representation of the facts for what they are worth. I believe from my long personal knowledge of him, that he was a man quite incapable of stating an untruth, and I think his Petition itself bears internal evidence of a desire not to put his claim on a higher ground than the facts warranted. He asserts that these 40,000 were a gift by the Rajah and not a loan, and if it should be established in evidence that the Rajah did make promises of the nature alleged in 1865/66, it will afford a

fair

are not evidence. The relation of what the Rajah said must come from the Palace officers, to whom he personally communicated his intentions. The letters, if any + and produced, might be corrobora= =tive of the evidence now to be given by the Palace officers as Statements made nearly contemporaneous with the event to which they relate.

+ sic in orig.

The same observations apply to the transaction of 1866, when Lutchmenarasoo pressed by fresh dis= =asters, again urgently applied for relief. Here again the transaction must rest in part on the evidence of the Palace officers, though here we have the evidence of the telegram. There must be a letter from the Palace officers on the sub= =ject, which will throw light on the transaction, for Lutchmenarasoo says that the Rajah's intention will be evidenced by such letter.

I do not think that a loan

would

Rupees 10,000 by the Rajah. Indeed Lecot do not say who made the remittance. But I will assume that it was the Rajah they mean. This was in July 5th 1866 again they mention another remittance of Rs 6000 on 30th June 1867 on account of this mortgage. I assume that they will say this also was a remittance by the Rajah. not by Lutchmenarasoo.

It is, of course, possible that, notwithstanding these payments, the Rajah may have intended to hold Lutchmenarasoo bound as his debtor. It strikes me as improbable. and all doubts may be solved by the evidence as to what the Rajah really said when Lutchmenarasoo applied to him.—

I would point out that there exists the widest distinction between this sum of 40,000 and the rest of the sum claimed. The one is an act done the other is merely a promise

not that of the British Government. But
on the whole, it may well be that the
Commissioner may feel satisfied that
the 40,000 Rupees really were a gift,
which requires no consideration to
support it - an act done and accomplished
by the Rajah in part performance of
his promise, and yet may think that
any part of the Rajah's intentions which
remained uncarried out at his death,
is of too uncertain and vague a nature
to be now awarded on in the Petitioners
favor. I do not mean by this to intim-
-mate that the Commissioner is
precluded from finding that the whole
promises of the late Rajah ought to
be carried into effect, if he should
be of that opinion. It is certainly
far preferable that the decision of
such a question should rest with
him than be submitted to the juris-
-diction of the High Court, as it
inevitably

and would afford sufficient ground for declining to proceed upon the petition, but I think that the proper course is to call upon G. Narasimaloo Chitty, the Honorable G. Lutchmenarasoo's eldest son and Co-mortgagor to substantiate his father's petition by any evidence he may choose to offer

If any suit is to be instituted or the transaction be held to be a loan, I advise that the Policy in the mortgage mentioned be kept up for the benefit of the Rajah's Estate.

(Signed) John Bruce Norton
Advocate General

Madras
28th October
1868.

1868.

From H: L: Brockman Esqr
Govt Solicitor Madras

To The Commissioner

Dated 3 Augt 1868

Despatched

Received 5 " "

Enclosures No. Nil

General No. 1230

No. 634 } 1868-69.

Returns Enclosures of letter No. 3831/63 dated 30th Sept 1868, and forwards the opinion of the Honble the Advocate General of Madras relative to the course to be pursued for the recovery of a debt due by the late Honble Lutchmeenarain Chetty Dowlattee to the Estate of the late Maharaja of Mysore.

No 634.

Madras 3rd November 1863.

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From,

H. S. Brockman.
Government Solicitor. Madras.

To,

L. B. Bowring Esq. C. S. I.
Commissioner for the Govt of the
Territories of His Highness the
Maharajah of Mysore. Bangalore

Sir

I have the honor to acknowledge your letter to the address of The Honorable Mr Advocate General of Madras, bearing date the 30th of September last No 3831/63, which, with all the enclosures therein referred to, were transferred by that Official to my firm for attention in the usual Course.

2. Having gone carefully through those papers, my firm resubmitted them for the Advocate General's Considera-tion with the instructions of which I herewith forward a Copy.

3. In conference with my firm, the Advocate General has written the opinion, of which I also enclose a Copy.

Telegram

1868 R 5

From Insp. Genl. Brockman
Pitchard & Barclay

To The Commissioners

Dated —

Despatched 7th Nov.

Received —

P.P 1867

Enclosures No. —

General No. 1 2 } 1868–69.

No. 3 4 5 6 7 8 9 10 11 12

Requests to return, the Hon'ble Mr. Norton's opinion forwarded with his letter of the 3d Inst.

Answered

VM

GOVT. TELEGRAPH DEPT. OFFICE MONTHLY NO. 3-2

of Nov 186 8 at hrs. Words charged Rs. As.

FROM Madras To Bangalore

FROM Brockman Pitchard To Lt Boring R. E. Engr
and Barclay Commdg
& Mysore

Words

Advocate General wishes to see this opinion again + Please return copy of same sent with Mr Brockman's letter of the third instant +

1st 13 - 25

Sender's Signature _____ Sender's Address _____

RECD. BY _____ at hrs. mins. FROM _____

FORWD. BY _____ at hrs. mins. TO _____

STATION FROM _____ date STATION TO _____

Bangalore Telegraph Office. Peon Book No. _____ Telegraph Master.

1868. 245

From The Chief Secretary.

To H. J. Brockman Esqre Madras.

Dated —

Despatched 3rd Nov/68.

Received

Enclosures No. 1.

General No. 4584 } 1868-69.
Poll. No. 822 }

In reply to telegram of the 7th Instant. Returns the opinion of the Honble Mr. Norton, and adds that further action will be postponed until he hears further from him.

General No. 4584 } 1868/69
Political 22 }

Mysore Comr's Office
Bangalore
9 Nov 1868

Sir,

As requested in your Telegram of the 7th inst I am desired by the Comr of Mysore to return the Opinion of the Hon'ble the Advocate Genl sent for enclosed in your letter Dte 3rd inst

2 The Comr will postpone taking any action upon the said Opinion, until he hears further from you

I have &c
Sd/ J. G. Clarke
Offg Secy

H. J. Brackenbury Esq

1868.

From H. J. Brockman Esqr
Govt Solicitor Madras

To The Commissioner

Dated 11th Nov. 1868

Despatched -

Received 13th " " —

Enclosures No. 2.

General No. 13 } 1868-69.
No. 64 }

With reference to letter
No. 4584 dated 9th Inst.
forwards a revised opinion
of the Hon'ble Mr Norton
regarding the claim against
the late Hon'ble Lushington
= maraine Chetty & another,
with a bill of charges a=
=mounting to Rs 157. 8 — " —

P. P. 1-6-1

No. 647 2a1

Madras, 11th November, 1868.

From

H. S. Brockman
Government Solicitor, Madras.

To

L. B. Bowring Esquire. C. S. I.
Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore, Bangalore.

Sir,

I have the honor to acknowledge your Officiating Secretary's letter of the 9th Instant No. 4584/22, returning, with reference to my Firm's Telegram to your address of the 7th Instant, the Copy of the Advocate General's Opinion forwarded to you with my communication of the 3rd instant No. 634, relative to the claim of the Maharajah of Mysore against the Estate of the late Trouble G. Lutchmeenarasu Chetty and G. Narasimmooloo Chetty.

2. Upon further consideration, the Advocate General has made certain alterations in the Opinion, of which, as so altered, I now send you a Copy.

3. I also enclose a revised Memorandum of my Firm's Charges amounting, inclusive of the Advocate General's fee and other disbursements, to Rupees 157. S. o., to be substituted

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Instructions

1. On behalf of, and as the agents for, His Highness the late Maharajah of Mysore, the firm of messrs Leeot and Co of Madras advances to The Honorable G Lutchmenarasoo Chitty and G Narasimooloo Chitty (members of the firm of messrs G Sidloo Chitty and Co) of the same place, upon his Highness's authority, a sum of Rs 40,000, upon the security of a mortgage by messrs G. Lutchmenarasoo chitty and G Narasimooloo Chitty, in favor of the members of the firm of messrs Leeot and Co, bearing date the 6th of June 1866 and redeemable on the 6th of December 1866 by repayment of the said advance with interest thereon at the rate of 12 per cent per annum.

2. The amount so advanced by messrs Leeot and Co to messrs G Lutchmenarasoo chitty and Narasimooloo Chitty as aforesaid was, in the first instance, debited in messrs Leeot and Co's Books to His Highness in a separate account. Payments subsequently made by His Highness and carried to the credit of this account reduced the sum at debit to Rs 37702-7-0 on the 31st of December 1867, when this account was closed by a transfer of the balance to the debit of His Highness's General account with messrs Leeot & Co, which balance was afterwards liquidated out of the net proceeds realized by the sale of certain Government securities belonging to His Highness in messrs Leeot and Co's possession; although, subsequent to this transfer, His Highness desired

that

that the item of advance to messrs Lutchmanarasoo chitty and Narasimooloo chitty should be separate and distinct from his General account.

3 His Highness the maharajah of mysore died in or about the month of February 1868, leaving an adopted son him surviving.

4 The Honorable G Lutchmenarasoo chitty died in September 1868, having previously thereto preferred a claim against His Highness' Estate for Rs 1,89,500, after giving credit for the advance of Rs 40,000 so made by His Highness to messrs G Lutchmenarasoo chitty and G Narasimooloo chitty as aforesaid.

5 The Commissioner for the Government of the Territories of the mysore Raj is not prepared to admit any portion of the claim preferred by the Honorable G Lutchmenarasoo chitty against His Highness' Estate.

6 On behalf of His Highness' Estate the Commissioner for the Government of the Territories of the mysore Raj is desirous of enforcing adjustment of the amount due for principal and Interest upon the aforesaid mortgage.

7 The following Papers are herewith submitted viz-

1 The original mortgage, with the Title deeds and other securities connected therewith.

2 Letter from Commissioner of mysore. dated 30th September 1868. N° 3801/83, with its enclosures I. II. III and IV.

3 Proceedings of the madras Government in its Pol. Department dated 5th October 1868 N° 218.

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Mr Advocate General will be pleased to advise:-

1st Whether under the circumstances a suit can now be instituted in the Madras High Court in the names and at the instance of the members of the firm of messrs Leet and Co for the recovery of the amount due on the mortgage above referred to, and if so, against whom should the suit be instituted

2nd Whether the commissioner for the Government of the Territories of the Rajah of Mysore can legally represent his Estate - and whether it is expedient for the commissioner to appear as a party to the suit?

3rd If neither messrs Leet and Co nor the commissioner can sue, who is the proper party in whose name the suit should be brought? and

4th Generally as to the course that should be pursued in the interests of Government and of the Estate of His Highness for the recovery of the mortgage

Opinion

1. On the best consideration I can give this case I do not think messrs Leet and Co could successfully sue. It is true they are the mortgagees and the legal estate in the mortgaged premises is still in them. But they have had their debt paid and satisfied. As mortgagees, I scarcely see how they could verify their Plaint, which must allege that the money

is still owing: nor do I think they could sue as Trustees for the estate of the Rajah. The tie between them and the Rajah was severed by his death, which put an end to their agency. They must, I think, in such a suit, make the parties beneficially interested parties to the suit - in other words the Rajah, for there is no one who, in my opinion, legally represents the late Rajah, except his adoption. It is very much to be regretted that messrs Leotóclaim to the mortgage money was paid. But for this, they might have sued as mortgagees, an indemnity being of course given to them by the mysore Government to pay them in event of not recovering through the court together with costs of suit. at one time it occurred to me that arrangements might still be made with messrs Leot, by which they might be replaced in their former position. But apart from all question as to messrs Leot & Co assenting to such a proposition, I do not think it would be proper to adopt such a course. From the Hon G. Sitchmenarasoo chetty's Petition, I gather that he is aware of the fact that messrs Leot & Co have been paid off, and I do not think that any thing ought to be kept back from the court. The repayment and its non object must thus be stated in the Plaint.

2 still less do I think the commissioner has any locus standi in court. apart from all political considerations, which may possibly be of grave importance, I cannot see how he legally in any way represents the private estate of the late Rajah. This would be a fatal objection and would be sure to be taken. Probably other claimants

against

published in 1865

954

against the late Rajah would take advantage of the commissioners appearance to sue him for their alleged debts. There is one Nurzee Lalldoss, a sowcar here who claims upwards of Twenty Lakhs, and who has refused to take about 5 Lakhs, which I understand, the commissioners for enquiring into the late Rajah's debts awarded him. He would probably sue. I am not prepared to say that the commissioners submission to the jurisdiction in one matter would give the court jurisdiction over him in all others connected with the estate, especially if his representative capacity should not be established. But it is apparent that the Defendants in this suit would set up the claim brought forward by the late Latchmenarasu chitty for 195,000 Rupees, and that the court would have complete jurisdiction to decide for or against its validity. This whether the suit were brought by Messrs Leech, or the commissioner, or the Guardian or next friend of the Rajah.

3 If a suit is to be brought, I think the only party to sue is the infant Rajah by his next friend to be appointed ad litem. He is a Hindoo. The whole of his adoptive father's estate has vested in him. He is entitled to have an assignment made to him of Messrs Leech's mortgage. His being a sovereign Prince and a foreigner is no bar to his suing, if he chooses to submit pro hâc vice to the jurisdiction. The King of Spain v. Machado, 4 Russell 225, - The King of Spain v. Mendazabal, 5 Sim. 596, - and the King of the two Sicilies v Wilcox, 1 Sim & St p. 163, prove this. If he were sui juris, he could sue personally, it is only by reason of his minority that he requires to sue by Guardian or next friend. It may be that strong political reasons will prevail

the late Hon. G.L. Chitty presented the petition he did before his death - because, if it be investigated, the commissioner will probably have just as full means before him as a court of Justice of deciding what is the true nature of the transaction. If he should come to the conclusion that this was intended by the Rajah to be a gift to Lutchmenarasu Chitty, of course the question of suing falls to the ground as Prima facie the transaction is, of course, a loan, for that is its form. I think it quite clear that messrs. Leest and Co were merely the Rajahs agents whatever the transaction. They would probably at once say that they never would have lent any money on the security offered by Lutchmenarasu and his son but for the Rajahs repeated requests and directions. They may be put entirely out of the case, the true issue is what was the transaction as between the Rajah and Lutchmenarasu. There are many facts and circumstances in the case which incline me to think it was a gift, though, of course, I do not wish to pledge my judgment on the point until the fuller materials, to which I am about to advert, are laid before me, if indeed the commissioner is not satisfied on their establishment. To me it appears that he will be in a condition to form just as good an opinion as I could.

I think the statement put in by Lutchmenarasu Chitty may be taken as a true representation of the facts for what they are worth. I believe from my long personal knowledge of him, that he was a man quite incapable of stating an untruth; and I think his petition itself bears internal evidence of a desire not to put his claim on a higher ground than the facts warranted. He asserts that these 4 0000 were a gift by the Rajah and not a loan; and if it should be established in evidence that the Rajah did make promises of the nature alleged in 1865-6, it will afford a fair ground of presumption that the 4,0000 Rupees transaction, though in form a loan, was in reality an act on the Rajahs part in

part

final fulfilment of this promise.

It appears from Mr Pryer's minute of dissent that he had no personal acquaintance with the Rajah in 1865, but that he was led to assent to that measure by the representations of Mr Crookshank, who, as well as Mr Pryer, was convinced from reports made to him in 1865, by the Rajah's friends, of the necessity of there being a personal interview, much of the evidence as to what occurred at that visit. both the Rajah's visits to Labuan are clear. But as to the first visit, at which the Rajah was not present, it would be interesting to have the officers' reports, if any, forwarded by the Governor of Labuan, or letters. Those reports are not enclosed. The relation of what the Rajah said must come from the Palace officers, & whether he personally communicated his intentions to them, & if so, when, and how, and whether any of the evidence now to be given by the Palace officers as statements made nearly contemporaneously with the event to which they relate.

The same observations apply to the transaction of 1866, when Sulok was again, preceded by fresh disasters, again urged his request for relief. Here again the transaction must rest in part on the evidence of the Palace officers, tho' here we have the evidence of the telegram. There must be a letter from the Palace officers on the subject, which will throw light on the transaction; for Mr Cochrane says that the Rajah's intention will be evidenced by such letter.

I do not think that a loan would be the form the Rajah's assistance would take. It appears to me much more likely that, not having the money at hand, he got Messrs Leech

&

to advance it. Possibly it may turn out that Lutchmenarasu had been in treaty with messrs Leet to advance him money before the applied to the Rajah. They do not appear to have been at all disposed to lend money to Lutchmenarasu It required successive telegrams from the Rajah to induce them to advance the money even with the Rajahs security. Richardson declares that the security was not considered sufficient, I presume, by messrs Leet; yet nevertheless sufficient or insufficient, the Rajah telegraphs Pay the money for the with - again we have the pregnant fact that the Rajah himself before his death repaid messrs Leet a considerable sum on account of the mortgage.

Lutchmenarasu says Rupees 10000 by the Rajah. messrs Leet do not say who made the remittance. But I will assume that it was the Rajah they mean. This was in July 5th 1866 again they mention another remittance of Rs 6000 on 30th June 1867 on account of this mortgage. I assume that they will say this also was a remittance by the Rajah not by Lutchmenarasu.

It is, of course, possible that, notwithstanding these payments, the Rajah may have intended to hold Lutchmenarasu bound as his debtor. It strikes me as improbable and all doubts may be solved by the evidence as to what the Rajah really said when Lutchmenarasu applied to him.

I would point out that there exists the widest distinction between this sum of £10,000 and the rest of the sum claimed. The one is an act done the other is merely a promise The one may be held to be quite valid the other as something remaining to be done, and which might or might

might not have been carried out by the Rajah had he lived. I am arguing on the supposition that there is satisfactory evidence to establish the promise as alleged in Lutchmanarasu's Petition. It will be observed that it is very vague. It holds out only prospect of assistance, when "funds were available" an event which never happened. The promise could not probably be enforced against the Rajah, had he been amenable to the law and disinclined to carry it out. It may be a question whether any or sufficient consideration was ever given for the promise by the Rajah, even if the circumstances stated are established in evidence. This is a point which has, however to be looked at from the Rajahs' stand point of view not that of the British Government. But on the whole, it may well be that the commissioner may feel satisfied that the 40,000 Rs really were a gift, which requires no consideration to support it an act done and accomplished by the Rajah in part performance of a promise and yet may think that any part of the Rajahs intentions which remained unearned out at his death, is of too uncertain and vague a nature to be now awarded on in the Petitioners favor I do not mean by this to intimate that the commissioner is precluded from finding that the whole promises of the late Rajah ought to be carried into effect, if he should be of that opinion. It is certainly far preferable that the decision of such a question should rest with him than be submitted to the jurisdiction of the High court, as it inevitably would be, if a suit were brought to recover the 40,000, the whole forming but one transaction.

I have gone at this length into these considerations

considerations, because they will serve to guide the commissioner as to the points of the inquiry to which he should direct his attention if an inquiry is instituted. I advise the inquiry; and as I have said above, I consider it a fortunate circumstance that there are thus means at disposal for coming to a satisfactory conclusion as to the necessity or indeed propriety of instituting any legal proceedings.

I observe that Sutahmenarasus petition has been returned endorsed by major Elliott two late It appears to have been one day too late under circumstances which are explained. one day is as bad as one year and would afford sufficient ground for declining to proceed upon the petition but I think that the proper course is to call upon G Narasimaloo chitty, the Hon G Sutchmenarasus eldest son and co-mortgagor to substantiate his father's petition by any evidence he may choose to offer.

——If any suit is to be instituted or the transaction be held to be a loan I advise that the Policy in the mortgage mentioned be kept up for the benefit of the Rajah's estate.

(Signed) John Bruce Norton
Adv Genl

Madras
28th October
1868

(True Copy)

H. L. Brockman

Government Director

Madras.

The Commissioner for the Government of the Territories of His Highness the Maharajah of Mysore.

Bangalore.

To Brockman Prichard and Barclay ——— £2

Re claim of the Estate of his late Highness the Maharajah of Mysore

— against —

The Estate of the late Honorable G. Lush merarasoo Chetty Gerru and G. Narasimmalow Chy.

1868. Oct. & Nov.	Attending taking instructions to lay a Case thereon before Mr. Advocate General and obtaining his opinion thereon and Perusing and considering documents and Correspondence	
	Drawing Case folios 9.	
	Fair Copy thereof.	
	Short instructions to Counsel to advise	
	Attending Mr. Advocate General therewith and with the documents and Correspondence and afterwards thereon.	
	Copy of the Case and Opinion together folios 3	
	Writing to you therewith and thereon.	
		£3
	Paid Mr. Advocate General his fee to advise ———	97 8
	Paid Postages and Telegram. ———	7 " 94 0
		Rupees 167 .0

had no personal knowledge of the matter [illegible] gentleman, and cannot say whether the encumbrance referred to by the Hon'ble the Resident is deserved or not. I am aware that he took an interest in the late Maharaja's affairs, and that he even took a leading part in getting up a deputation in 1865 to proceed to Bombay to congratulate the Maharaja on the adoption recently made by him. Whether his disinterested advice was worth to much as the 2 lacs claimed by him, may be questioned, and His Highness certainly thought it expedient to take security for the repayment of the loan made to him.

3. Taking into consideration however the circumstances in the case, the advanced condition of attestation to the Rao Bahadur Chotty's will, I am inclined to think that it would be better to relinquish the claim against these persons, who probably have no assets, and to thereby get at the same time the creditor claim preferred against the Estate.

4. It will be seen from Hon'ble the Resident's opinion that even the young Maharaja could, on attaining his majority fail in recovering the sum of money under reference. In his first opinion which was [illegible] but in giving in the papers submitted subsequently, the learned Advocate General viewed the transaction as a mortgage, the Maharaja as mortgagor. On this consideration he had altered this view.

5. If Government decided that action should be taken in regard to the mortgage of collateral securities which stand in the name of Rao Bahadur Chotty, it is stated that the person whose life is assured is about 80 years of age so that the policy will probably shortly fall in, but it is very possible that the Insurance Company may raise objection to paying the sum due to the Maharaja's Estate on my application. It might perhaps be advisable to keep on the policy through Rao Bahadur Chotty

I have &c

17 January

Pw 4623
Pol. 222

Bangalore
18 June 18

Sir

In compliance with
with reference to your letter
1057/77 of 19 ultimo last I have
myself in communication
the Honble Mr Norton the
Advocate General of Madras
on the subject of the claim
on account of the estate of
late Muhunga of Mysore upon
the Honble Lakshminarasu
etty (Seal) of the Hon
ielly and have the honor
to submit the reply
to me.

2. To the question
stated para 1. 3 / that
under these circumstances
me with regard to the
of issue, I do not venture
take exception, but I do
consider that the papers
before the learned advocate
General warrant his surmise
that the sum paid to
Lakshminarasu Chetty as a
gift & not a loan. I

1868.

FOREIGN DEPARTMENT.

pp. 1-67-30

From

THE COMMISSIONER OF MYSORE.

Dated 13th November 1868.

Recd. 10th Dec. & Cap. 14th "

No. Gen. 4623 Pol. 222

Enclosure 1.

To the Home No 5016 of 24/12/1868

Copy Ltr to Mysore Ltr No 2419 G. & Pol. dated 6th inst. with letter

Submits with observations the Hon'ble Mr. Norton's opinion regarding the claim on account of the late Maharajah's Estate against the late Hon'ble Lukshmeeramadu Chetty and another, in Compliance with instructions contained in letter No. 1059 dated 19th Septr 1868

From 1868
The Secretary
To H. J. Brockman Esqre
Govt. Solicitor
Dated 19th November Madras
Despatched 1 — "
Received

Enclosures No. /

General No. 4705 } 1868-69.
Political No. 69 }

Agreeably to the revised Memo: enclosed in letter No. 647 of 11th Instant, forwards a Public service Remittance Transfer Receipt for Rs. 15-7-8 — —

Rec'd 21st Nov. 69

P.P. 1679/1

1868.

From The Govt. Solicitor Madras.

To The Commissioners

Dated 20th Nov. 1868

Despatched -

Received 23rd

Enclosures No.

General No. —
No. 665 } 1868-69. —

Acknowledges the receipt of Rs. 157-8-0 being the charges of his Firm in connection with the Claim on behalf of the late Maha-rajah's Estate against the late Lutchmeenarasu Chetty and another.

Scovell 24/11

P.P. 167-70

No. 665.

Madras 20th November 1869.

From.

H. S. Brockman

Government Solicitor. Madras.

To.

L. B Bowring Esq. C. S. I.

Comr. for the Govt. of the Territories of

His Highness the Maharajah of

Mysore. Bangalore.

Sir,

I have the honor to acknowledge your Officiating Secretary's letter of yesterday's date No. 4705/69, giving cover to a remittance Transfer Receipt for Rs. 157. 8. 0, which on realization, shall be applied in liquidation of my firm's charges and disbursements in connection with the claim of His late Highness the Maharajah of Mysore against the estate of the late Honorable G. Lutchmenarasu Chetty deceased and G. Narasimmooloo Chetty

I have the honor to be,

Sir,

Your Obedient Servant

H. S. Brockman

Government Solicitor.

1868.

From The Secretary of State

To The Commissioner

Dated 15th Dec 1868

Despatched —

Received 28 " "

Enclosures No.

General No. —

Political No. 1480

F.P. 1-11-69

No. 1486

From

W. S. Seton-Karr Esqure
Secretary to the Government
of India

To

L. B. Bowring Esqure. C.S.I.
Commissioner of Mysore

Foreign Dep.t
Political

d/ Fort William the 15th December 1868.

Sir.

I am directed by His Excellency the Viceroy and Governor General of India in Council to acknowledge the receipt of your letter No. 4623/222 dated the 13th of November last, with enclosures, relative to the claim of the estate of the late Maharaja of Mysore against the late Hon'ble Lukshmeenarasoo Chitty.

2 His Excellency in Council observes that the opinion of the learned Advocate General of Madras states very clearly the difficulties that exist in the way of a successful prosecution of the claim on the part of the estate of the Maharaja, and the Government of India consequently adopts the conclusions to which that opinion necessarily leads, and which are recommended in the 3d paragraph of your letter under acknowledgment

3

3 Any attempt to substantiate this claim being therefore abandoned, His Excellency in Council apprehends that there will be not much difficulty in disposing of the counter claim against the Maharaja's estate urged for the Honble Gurbhaunaraloo Chitty. This counter claim, though much larger than the claim set up for the estate of the Maharaja, appears to be based on some verbal promise of the Raja, but His Excellency in Council agrees with you in opinion, that it should not be admitted.

4 With regard to the question raised in the last paragraph of your letter, His Excellency remarks that you are at liberty to submit some distinct proposal on the mortgage and collateral securities referred to, after consulting the learned Advocate General, if necessary.

I have the honor &c.,
Sir,
Your most obedient Servant

W. S. Seton-Karr

Secretary to the Govr in Bengal

Fort William
The 5th December
1865.

Read
5/12

Messrs Leech & Co. by the late Hon'ble
Lutchmeeseemo Chetty on account of a
loan of money received by him from
H H the late Maharaja of Mysore
After the death of the late Maharaja
they were called for in this Office for
perusal & the Deed of mortgage was
returned to Messrs Leech & Co in April
1868 - The particulars of the case
are fully described in the papers
filed with the Secret correspondence
on the subject

Sec Res 2 account rendered
by Messrs Leech & Co to H H the late
Maharaja - Subd with reference

B.R.
9-2-71

Dy chief Hudson Engr Mine
Papers be returned
2 Encs
9. 2.

Very dear Sir — I think not, as
the title deeds referred to & other
securities are held by the Mysore
Govt on behalf of the late Maha-
Rajahs Estate to which they are
summoned by Messrs Leech & Co
When their claim as the Estate are
settled - Govt orders were issued on
the August 15 ult - As annuity
bonds - but they are not paid
as to the disposal of the securities
Yours &c
10/2

Res 2-244 1871 No 504
From
Messrs Leech & Co
Bombay
Date 7 February 1871
Rec'd 11 Feby 1871
Regd 13 Feby 1871
Encloses a letter from Messrs
Chetty and Tripoly
Chetty and submit that the
documents therein mentioned may
be handed over to them

Copy sent to Messrs Leech & Co with letter dated 13th February 1871

Acknowledged 13/2/71

References. Why were
these Documents lodged
in this Office ?
3. 2. 72

Mr Bottomley
4/2/71 W.R.

Sir, I respectfully beg permission
to state that the Documents referred
to were originally mortgaged to

In Ch. Court
Secretary
with Mr Hudson. The
securities were lodged
with Messrs Leech &
& on acct of the loan
from his highness &
were transferred to this
Court in the same acct.
The opinion of the
Advocate Gen. was not
taken, as suggested in
the last para of the
letter under reply No 1486 of
15th Dec. 1868. — Per Ch
Engr it may now
be returned
9. 2. 72

Sent with the
papers
B.R. 10-2-72

Messrs Leech & Co. by the late Hon'ble Lutchmeeseemo Chetty on account of a loan of money received by him from H H the late Maharaja of Mysore in 1866. After the death of the late Maharaja they were called for in this Office for perusal & the Deed of mortgage was returned to Messrs Leech & Co in April 1868 - The particulars of the case are fully described in the papers filed with the Secret correspondence on the subject

Sec Res 2 account rendered by Messrs Leech & Co to H H the late Maharaja - Subd with reference

B.R.
9-2-71

Dy chief Hudson Engr Mine
Papers be returned
2 Encs
9. 2.

Very dear Sir — I think not, as the title deeds referred to & other securities are held by the Mysore Govt on behalf of the late Maha-Rajahs Estate to which they are summoned by Messrs Leech & Co when their claim as the Estate are settled - Govt orders were issued on the August 15 ult - As annuity bonds - but they are not paid as to the disposal of the securities
Yours &c
10/2

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The opinion of the
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taken, as suggested in
the last para of the
letter under reply No 1486 of
15th Dec. 1868. — Per Ch
Engr it may now
be returned
9. 2. 72

Sent with the
papers
B.R. 10-2-72

Madras 1st February 1871.

To

The Secretary
to the Commissioner of Mysore
Bangalore

Sir,

We have the honor to enclose a letter to us from G. Narsimooloo Chetty and G. Tripoly Chetty, sons of the late Gunjooloo Lutchmeharasu Chetty, authorising us to receive direct from the Commissioner, certain documents specified in their letter, as security for the payment of their debt to us.

If we are right in surmising that the claim for which these papers were originally held as security is abandoned, we trust that the Commissioner having no further use for them, will under the authority of the enclosed letter, hand them over to us.

We have the honor to be

Sir,

Your most Obedient Servants

Leon & Co

P.P. 1-67-34

Madras 25th January 1871

Messrs. Lecot & Co.

Madras

Dear Sirs

We hereby authorize you to receive direct from the Commissioner of Mysore all the documents marginally noted and which were sent by you to the Commissioner at his request on the 15th Augt. 1868. such documents being now pledged to you as Securities for our debt to you.

We are. Dear Sirs

Yours faithfully

Remembered

G. Tripoly Chetty

Sons and the only legal representatives of the late Honble Gauzooloo Latchmanarow Chetty C.S.I.

Rs. Title Deeds of Building situated in Ammonian Street
" 2 3 Do of the Nos. 60 situate in Sempergoopettah Pondicherry.
" 3. Do
" 4. Two receipts of Municipal Commissioners for Duty purchased at Bryghoomun
" 5. Two Shares Certificates of the Brighton Pollavil Press Co. together with transfer forms
" 6. Ten Shares of the Madras Cotton Planting Company Ltd
" 7. Policy No 99 on the Madras Mutual Assurance Society for Rs 4000. do attached

G.T.

No 249

H. C. C. Office
Bangalore 6th March 1871

To,
The Advocate General
Madras.

Sir,

Mr. Bowring's letter to your address No. 3831/63 of the 30th Sept 1868. Letter from Govt. Solicitor Madras, No. 6348 of 3rd Nov. 1868, forwarding copy of Advocate Gen's opinion. Letter from do do No. 647 of 11th Jan. 1869, with Advocate Gen's revised opinion

× omitting the part of para 2 cut out in red pencil.

× Dated 1st Feb 1871

Adverting to the Correspondence marginally noted, relative to the Claim of the Estate of the late Maharaja of Mysore against the late Amildar G. Lakshmanarasoo Chetty, I am directed by the Chief Comr. to furnish, for your information, copy of Mr. Bowring's letter to the Govt. of India, No. ×4623/222 of the 13th November 1868, and of the reply thereto, No. 1486 of the 15th Decr. and, with reference to your opinion on the Case in question, to solicit the favor of an expression of your views as to the Course to be adopted with regard to the Mortgage and Collateral Securities, which stand in the name of Messrs. Lecot & Co., the return of which to them has been recently solicited by that Firm.

A Copy of their ×letter is enclosed with its accompaniment.

2. The attempted enforcement of the Claim against Mr. Lakshmanarasoo Chetty's Estate having been abandoned, and the discontinuance of the Counter Claim brought forward in behalf of it

it have been noted, it appears to the Chief Com[missioner] that the Secretaries in Question [illegible] subject to the Income Tax and that before [illegible] be proper for a Notice to [illegible] to obtain from the [illegible] Secretaries Certificates of Annual Remuneration for the said Counter Main.—

6/3/71.

[illegible]

[illegible]

Secretary Dept.

1871 Recd No 249

Chingleput 6

To The Advocate Genl
Madras

Dated 6th March
Despt

Enclosures 4-

No 249.

Adverting to the marginally noted correspondence relative to the claim of the Estate of the late Rajah of Mysore against the late Nabob of Lucknow in Oudh - Solicits the favorable consideration of his views as to the course to be adopted with regard to the mortgage & collateral securities &c

Recd March 1871